

**AGREEMENT**

**Between**

**BATTELLE**

**Operator of the**

**PACIFIC NORTHWEST**

**NATIONAL LABORATORY**

**and the**

**HANFORD ATOMIC METAL**

**TRADES COUNCIL**

**2005-2010**

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**BATTELLE/  
HAMTC**

**AGREEMENT**

**2005-2010**

The parties hereto hereby agree upon a 2005 Battelle/HAMTC  
Agreement as follows:



## **PREAMBLE**

This Agreement is entered into September 1, 2005, by and between the Pacific Northwest National Laboratory at Richland, Washington of the Battelle Memorial Institute or its successor, hereinafter called "Battelle", and the Hanford Atomic Metal Trades Council, affiliated with the Metal Trades Department of the American Federation of Labor - Congress of Industrial Organizations, hereinafter called the "Council."

## **ARTICLE I (1)**

### **RECOGNITION**

1. Battelle agrees to recognize the Council as the sole and exclusive collective bargaining agency as to rates of pay, hours of work, and other conditions of employment for a bargaining unit composed of those staff members whom it employs at its Pacific Northwest National Laboratory operations and at the Toxicology Northwest Operations at Richland, Washington, in those job classifications now established in the seniority groups as set forth in Appendix "A"\*, attached hereto, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.
2. All staff members in the bargaining unit aforesaid shall be covered by this Agreement.
3. In case new maintenance crafts are established in the bargaining unit, they shall be represented by the Council.

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\*Not included in this booklet.

## **ARTICLE II (2)**

### **RESPONSIBILITY**

1. The parties recognize that under this Agreement each of them has responsibilities for the welfare and security of the staff members.
  - (a) Battelle recognizes that it is the responsibility of the Council to represent the staff members effectively and fairly.
  - (b) Subject only to any express limitations stated in this Agreement, or in any other agreement between Battelle and the Council, Battelle retains the exclusive right to manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operations in a safe and effective manner.
2. This Article does not modify or limit the rights of the parties, or of the staff members, under any other provisions of this Agreement or under any other agreement between Battelle and the Council, nor will it operate to deprive staff members of any wage or other benefits to which they are or will become entitled to by virtue of an existing or future agreement between Battelle and the Council.
3. In the event of any violation of the terms of this Agreement, the responsible and authorized representatives of the Council or Battelle, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation.

### **ARTICLE III (3)**

#### **UNION SECURITY**

1. Payment of Agency Fee or Membership Dues as a Condition of Employment
  - (a) All staff members in the bargaining unit must as a condition of employment either be a member of the appropriate union affiliated with the Council and pay union dues, or pay an agency fee to such union, but not both, as set forth below:
    - (1) All staff members within the bargaining unit who are not members of the appropriate union affiliated with the Council, must as a condition of employment, while on the active payroll, pay to such union, through the Council, an agency fee equal in amount to the monthly membership dues of such union, after thirty (30) days continuous service in the bargaining unit after the effective date of this Section. Staff members entering the bargaining unit without seniority, who do not become members of such union, or having become do not remain members, must, as a condition of employment, while on the active payroll, pay such fee to such union, through the Council, after thirty (30) days continuous service in the bargaining unit after the effective date of this Section.
    - (2) Staff members who are members of a union affiliated with the Council shall continue to pay membership dues to such union, through the Council, as a condition of employment while in the bargaining unit and on the active payroll, and while remaining a union member. Staff members within the bargaining unit who become members of a union affiliated with the Council shall pay membership dues (including initiation fee, if any) to the union through the Council, as a condition of employment while in the bargaining unit and on the active payroll and while remaining a union member. In no event shall the membership dues (including initiation fee, if any) exceed the amount specified in the Constitution and/or Bylaws of the appropriate union and uniformly required.
  - (b) No staff member shall be required to pay, as a condition of employment while in the bargaining unit, any union membership dues or agency fee covering any period during which the staff member was not in the bargaining unit or was not on Battelle's active payroll.
  - (c) Any staff member required to pay an agency fee, membership dues, or initiation fee as a condition of employment who fails to tender the agency fee, initiation fee, or periodic dues uniformly required, shall be notified in

writing of his delinquency. A copy of such communication shall be mailed by the Council to the Manager, Labor Relations, not later than 5 working days for regular full time and temporary staff members, prior to a request that Battelle take final action on a delinquency.

## 2. Dues Deductions

Battelle shall deduct union membership dues (including initiation fee, if any) from the wages of staff members upon the following conditions and at the times and in the manner hereinafter provided.

- (a) For staff members who sign an individual authorization form\*, Battelle shall in accordance with such authorization, deduct from the earnings payable to such staff members, union dues, (including initiation fee, if any) and promptly remit same through the Council to the appropriate union affiliated therewith.
- (b) Subject to applicable law, any such authorization shall be revocable by the individual staff member as described in the form of authorization agreed to by the parties.
- (c) Deductions will only be made from the wages of staff members who have executed and delivered to Battelle a written authorization form\*:
- (d) Indemnity Agreement

The Council shall indemnify and save Battelle harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by Battelle in making payroll deductions of union membership dues and/or initiation fees, as herein defined.

## 3. Agency Fee Deductions

Battelle shall deduct agency fees from the wages of staff members upon the following conditions and at the times and in the manner hereinafter provided.

- (a) For staff members who sign an individual authorization form\* Battelle shall, in accordance with such authorization, deduct agency fees from the earnings payable to such staff members, and promptly remit same through the Council to the appropriate union affiliated therewith.
- (b) Subject to applicable law, any such authorization shall be revocable by the individual staff member as described in the form of authorization agreed to by the parties.

- (c) Deductions will only be made from the wages of staff members who have executed and delivered to Battelle a written authorization form\*:
- (d) Indemnity Agreement  
The Council shall indemnify and save Battelle harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by Battelle in making payroll deductions of union agency fees as herein defined, or in complying with this agency shop provision.

4. Remittance and Statement to the Council

Battelle shall furnish to the Council the following data:

- (a) On or before the fifteenth day of each month:
  - (1) The total amount of monthly dues (and initiation fees, if any) deducted from earnings payable on the first payday of the month, listed by craft;
  - (2) The total amount of agency fees deducted for each craft from the earnings payable on the first payday of the month, listed by craft; and
  - (3) The name, payroll number and craft of, and amount contributed by, each staff member from whose wages such deductions were made, including an indication whether each amount deducted constituted union dues or an agency fee.
  - (4) Battelle shall, at the same time, forward to the Council its checks covering the amounts shown under items (1) and (2) above for each craft; and
- (b) On or before the last day of each month:
  - (1) The total amount of such monthly dues, if any, deducted for each craft from earnings payable on paydays subsequent to the first payday of the month listed by craft;
  - (2) The total amount of agency fees, if any, deducted for each craft from earnings payable on paydays subsequent to the first payday of the month, listed by craft; and
  - (3) The name, payroll number and craft of, and amount contributed by, each staff member from whose wages such deductions were made,

including an indication of whether each amount deducted constituted union dues or an agency fee.

- (4) Battelle shall, at the same time, forward to the Council its checks for the amounts shown under items (1) and (2) above for each craft.
- (5) Application for and Determination of Exemption from Payment of Agency Fee
  - (a) Those bargaining unit staff members who assert that the payment of the agency fee is in conflict with the honest dictates of their conscience, shall advise the Council in writing, with a copy to Battelle, of their desire to be exempt from such payment. Such letter shall set forth in detail the reasons for the claim of exemption. Subject to final resolution of any such request for exemption, in accordance with the provisions hereof, a staff member making such an application for exemption shall be exempt from payment of the agency fee as of the date his writing is mailed to the Council by certified or registered mail.
  - (b) Within ten (10) days of receipt by the Council of any such request, the staff member and a representative of the Council shall meet to discuss the written claim for exemption. A representative of Battelle may attend and participate in such meeting if Battelle so desires. If no agreement can be reached at such meeting, the question may be referred by the staff member to arbitration by written notice to the Council, with a copy to Battelle, provided however, that if such notice is not mailed, by registered or certified mail, to the Council within ten (10) days from the date of the discussion meeting aforesaid, the request for exemption shall be deemed negatively and finally resolved.
  - (c) Within five (5) days after the staff member notifies the Council of his desire for arbitration, the staff member and the Council shall designate the arbitrator.
  - (d) If the Council and the staff member have not agreed upon the arbitrator within the five (5) day period set forth in (c) above, the Council and the staff member shall, within the next succeeding five (5) days, or longer period determined by written mutual agreement, following such failure to agree, strike off the names from the panel of five (5) arbitrators provided by Section 4 of Article XIX (19) who are not acceptable, and shall indicate the order of preference of those remaining. Neither the Council nor the staff member may strike more than two (2) names from the panel referred to above within the requisite five (5) day period.
  - (e) The arbitrator designated in accordance with the above shall hear such case and reach a determination based on whether the claim for exemption is based on a genuine conflict with the staff member's honest beliefs and

the granting of such exemption is consistent with ordinary standards of justice. Representatives of Battelle may attend and participate in the arbitration hearings. The arbitrator shall have the authority to allocate, in his sole discretion, the fees and expenses of such arbitration between Battelle, the Council, and the staff member.

- (f) The arbitrator shall not have the power to add to, disregard, or to modify any of the terms of this Agreement.
- (g) In the event a dispute should arise involving any classified information, the arbitrator must have security clearance as required by the Department of Energy.
- (h) It is understood that no information that is proprietary or business sensitive to Battelle or to a sponsor of work at Battelle, will be utilized or disclosed in the arbitration process, unless all persons, including the arbitrator, involved in the arbitration process who are not Battelle staff members, have first executed an agreement in the form attached hereto as, Article XXVI (26), entitled "Battelle Memorial Institute Intellectual Property Disclosure Agreement"\*, which, by this reference, is made a part of this Agreement, as though fully set forth in the body of the Agreement.

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\*Not included in this booklet.



## **ARTICLE IV (4)**

### **NON-DISCRIMINATION**

1. Battelle shall not discriminate against or coerce the staff members covered by this Agreement because of affiliated membership in or activity in behalf of the Council, nor encourage membership in any union not affiliated with the Council, nor shall it attempt to discourage any local unions from affiliated membership in the Council.
2. The Council agrees that neither its officers nor its affiliated membership will intimidate or coerce staff members.
3. It is the policy of Battelle, the Council and each of its affiliated local unions not to discriminate against any staff member on account of race, color, religion, national origin, or on account of sex, marital status, sexual orientation, veteran status, physical or mental disability or age in compliance and conformity with applicable statutes, regulations and executive orders.
4. Whenever the pronoun "he", "his" or "him" appear in this Agreement, it is intended to apply to both male and female.

## **ARTICLE V (5)**

### **JURISDICTION**

1. In the assignment of work, Battelle shall recognize the established seniority groups. It is agreed, however, that staff members may be temporarily assigned work outside their established seniority groups in situations which leave Battelle no reasonable alternatives. Disputes regarding such assignments are subject to the grievance procedure, but the work shall be carried on as assigned pending the settlement.
2. Battelle shall not undertake the settlement of jurisdictional disputes or craft boundaries. Such disputes shall be settled by the Council in accordance with its established procedure but the Council shall discuss the settlement with Battelle before it becomes effective. The Council will not permit any such dispute to interfere with the progress of the work. Such discussions shall take place with Battelle within fifteen (15) days from the date of receipt of written notice of settlement by the Council. Pending the settlement of such disputes, the work shall continue on the same basis as it was performed at the time the dispute arose.

The Hanford Atomic Metal Trades Council recognizes that all jurisdictional agreements and awards entered into or rendered in accordance with the Council's regular procedures must be in the utmost good faith and not designed to promote ineffective working arrangements. The Council further recognizes its obligation to discuss such jurisdictional settlements and awards with Battelle pursuant to the contract, in good faith and with an authentic and meaningful spirit of cooperation and understanding.

3. Job definitions outlining the general duties in all classifications or crafts within the bargaining unit shall be furnished and discussed with the Council.
4. It is Battelle's intent to assign all regular maintenance work in engineering, research, and laboratory facilities to bargaining unit personnel.

The necessities of the research and development functions are such that some manual work will be performed by technical or professional personnel; however, insofar as practicable it is Battelle's intent to utilize bargaining unit craftsman on those phases of the work which do not require performance by technical or professional personnel in furtherance of their research, study, or observation. In making work assignments, Battelle will act in accordance with this statement of policy.

## **ARTICLE VI (6)**

### **HEALTH - SAFETY - SANITATION**

1. Battelle will provide safety inspection, first-aid service, and safety equipment as deemed necessary by Battelle to minimize accidents and health hazards to the staff members covered by this Agreement during the hours of their employment. The Council agrees to cooperate with Battelle to the end that the staff members will use such safety equipment when so provided and observe such safety and health regulations as prescribed by Battelle.
2. Battelle will set up a safety committee and staff members will be asked to serve on the committee for a fixed period of time. The Council shall designate, to serve on the committee in an advisory capacity, a number of staff members equal to the number of Battelle designees. The committee will meet at least once monthly. Battelle will, upon request, provide the Council with copies of minutes or reports of the Safety Committee meetings as are prepared for distribution.
3. Battelle will provide for periodic medical examinations of all staff members. Staff members may discuss their examinations with the examining doctor.
4. Battelle will not require a staff member to continuously wear a full-face fresh-air or exhaust-type mask for more than two (2) hours without there being a fifteen (15) minute period during which the staff member would not be required to wear the mask.
5. When a staff member is involved in an industrial accident that combines both personal injury and radioactive contamination, the staff member's pay is continued up to the time of his release from the 300 or outer area location in which the staff member undergoes prescribed decontamination procedure. If the staff member is released from his area prior to the end of his regular shift, he is continued in a pay status until the end of such shift, unless overtime premiums are involved.
6. The December 2, 1986, understandings between Battelle and the Council regarding radiation exposure control points will remain in effect for the term of this agreement. It is further understood that Battelle will not diminish the intent of the radiation exposure approval procedure contained in the December 2, 1986 understanding for radiation exposure without joint discussion and agreement between Battelle and HAMTC.

## ARTICLE VII (7)

### HOURS OF WORK

1. Staff members are classified as either:
  - (a) Straight-day workers or
  - (b) Shift workers
2. The standard hours of work and schedules are as follows:
  - (a) Straight Day Schedule:

Staff members scheduled to work Monday through Friday.

The hours of work are as follows:

7:30 a.m. to 4:00 p.m.  
30 Minute Lunch

8:00 a.m. to 4:30 p.m.  
30 Minute Lunch

- (b) Rotating Schedule ("A, B, C, D") - Seven Days:

Staff members scheduled to rotate between days, graveyard, and swing shifts to provide coverage twenty-four (24) hours per day, seven days per week. The hours for these shifts are as follows:

Days: 7:30 a.m. to 4:00 p.m.  
30 Minute Lunch

Swing: 3:30 p.m. to 12:00 a.m.  
30 Minute Lunch

Graveyard: 11:30 p.m. to 8:00 a.m.  
30 Minute Lunch

- (c) Rotating Schedule ("X, Y, Z") - Five Days:

Staff members scheduled to rotate between days, graveyard, and swing shifts to provide coverage twenty-four (24) hours per day, Monday through Friday. The hours for these shifts are as follows:

Days: 7:30 a.m. to 4:00 p.m.

30 Minute Lunch

Swing: 3:30 p.m. to 12:00 a.m.  
30 Minute Lunch

Graveyard: 11:30 p.m. to 8:00 a.m.  
30 Minute Lunch

(d) Modified Rotating Schedule ("P-Q") - Five Days:

Staff members scheduled to rotate between days and swing shifts to provide coverage sixteen (16) hours per day, Monday through Friday. The hours for these shifts are as follows:

Days: 7:30 a.m. to 4:00 p.m.  
30 Minute Lunch

Swing: 3:30 p.m. to 12:00 a.m.  
30 Minute Lunch

3. A "Straight Day" staff member is one who is regularly scheduled to start work after 6:00 a.m. and end work before 6:00 p.m. exclusive of overtime. A "Straight Day" staff member normally works Monday through Friday, but this may vary. Such shift variations made effective subsequent to the effective date of this Agreement are subject to the provisions of Section 5 below.
4. Certain staff members such as Power Operators work eight (8) hours per shift, including lunch period.
5. All new special shifts and schedules will be negotiated with the Council. It is specifically understood and agreed that the Council will not arbitrarily or unreasonably withhold its ratification of, or concurrence with special shifts and schedules established or proposed by Battelle.
6. Unusual conditions may require that staff members be assigned for a temporary period to a standard shift which does not rotate or to standard shifts not rotating more than once a week. Such assignments do not constitute shift changes which require negotiations with the Council provided advance notice of at least forty-eight (48) hours is given to the staff members involved. Staff members will not receive more than one notice of shift change in any forty-eight (48) hour period. Except in cases where a staff member may be assigned to substitute temporarily for an absent staff member, a change in shift assignment will be for a minimum of one workweek in duration. The return of a staff member to his regular shift after temporarily substituting for an absent staff member shall not constitute a shift change for purposes of this Article.

7. Staff members who are instructed by supervision to work shifts not established by the provisions of this Agreement and not hereafter agreed to by the Council, where required, will be paid time and one-half ( $1\frac{1}{2}x$ ) for such hours worked. Any claim for payment of said premium pay must be made in writing by the Council within twenty (20) days from the day of the commencement of the new shift or no premium payment will be made.
8. A staff member will be given a forty-eight (48) hour notice of each change of shift assignment. Failure to receive the forty-eight (48) hour notice will entitle the staff member to payment at the applicable overtime rate for all hours worked on the new shift during said forty-eight (48) hour period.
9. Staff members shall be paid for time actually worked computed to the nearest one-tenth ( $1/10$ ) hour.
10. If work requirements do not permit the scheduling of a lunch period within approximately one (1) hour before or after the middle of the shift, no lunch period as such will be scheduled and payment will be made for all hours worked.

## **ARTICLE VIII (8)**

### **OVERTIME AND PREMIUM RATES**

1. **Workday**

For purposes of determining overtime hours worked, a staff member's workday begins when the staff member starts work and ends twenty-four (24) hours later.

2. **Workweek**

For purposes of determining overtime hours worked, a staff member's workweek begins at a fixed time each week based on the staff member's assigned working schedule and ends one hundred sixty-eight (168) hours later.

3. **Work in Excess of Eight (8) Hours in a Workday**

Time and one-half ( $1\frac{1}{2}x$ ) will be paid for hours worked in excess of eight (8) hours in a single workday.

4. **Work in Excess of Twelve (12) Hours in a Workday.**

- (a) Double time will be paid for all hours worked in excess of twelve (12) hours in a staff member's workday.
- (b) Double time will be paid a staff member for work performed beyond the end of his workday during which he shall have worked in excess of twelve (12) hours as described in (a) above, if he has not been away from work for at least six (6) consecutive hours before the start of his last assignment in that workday.
- (c) Double time will be paid a staff member for work performed beyond the end of his workday during which he shall have worked in excess of twelve (12) hours as described in (a) above, if he has not been away from work for at least six (6) consecutive hours before the start of his next workday.

5. **Work During First Scheduled Day of Rest**

Time and one-half ( $1\frac{1}{2}x$ ) will be paid for hours worked on the staff member's first scheduled day of rest within his regular workweek.

6. **Work During Second Scheduled Day of Rest**

Double time will be paid for hours worked on the staff member's second scheduled day of rest within his regular workweek.

7. Work During Holidays

- (a) In addition to any holiday allowance to which he may be entitled for the holiday, a staff member who works on the day he observes as any of the holidays listed in Article IX (9) will be paid as follows:
  - (1) For work during his regular schedule, at the rate of one and one-half ( $1\frac{1}{2}x$ ) times his hourly rate for hours actually worked.
  - (2) For any hours worked outside his regular schedule, at the rate of two ( $2x$ ) times his hourly rate.
- (b) If a staff member is excused from work on a holiday, the hours will be counted as hours worked in computing overtime over forty (40) hours per week.

8. Call-in Pay

- (a) Call-in time differs from scheduled overtime in that the staff member does not receive at least sixteen (16) hours advance notice. It is the result of an emergency condition that occurs outside the staff member's regular schedule of hours and which could not be anticipated.
- (b) Call-in time shall begin when the staff member is picked up at Richland or the perimeter barricade by transportation arranged for by Battelle and end when he has been returned to the point of pickup. Staff members who are called in and instructed to report at a specific location at a definite time, and who do report as instructed, will be paid from the time they report. If regular transportation to the work area is available, it may be determined by supervision that special transportation would not be necessary. In such cases, the staff member will be paid in accordance with established time schedules for transporting staff members to and from Richland.
- (c) Under no circumstances will a staff member receive payment from Battelle while utilizing a privately owned vehicle during a call-in period.
- (d) For hours worked during the period commencing at 7:30 a.m. and ending at 11:30 p.m., call-in payment will be at the applicable overtime rate but will not be less than time and one-half ( $1\frac{1}{2}x$ ).
- (e) For hours worked during the period commencing at 11:30 p.m. and ending at 7:30 a.m., call-in payment will be at the rate of double time.
- (f) Staff members who are called in as provided herein will receive not less than the equivalent of four (4) hours pay at their straight-time rate.



- (g) Call-in payments are applicable only to work performed outside a staff member's regular schedule and will not be made to staff members for work performed during their regular schedule.

9. Scheduled Overtime Pay

- (a) Scheduled overtime differs from call-in time in that the work is scheduled in advance and the staff member is given notice accordingly.
- (b) Staff members who are required to work scheduled overtime will receive at least sixteen (16) hours definite notice except in extremely unusual cases.
- (c) Scheduled overtime shall begin when a staff member reports to work and end when he has been relieved. If transportation arranged by Battelle is required and is not immediately available, the scheduled overtime will continue until he is picked up.
- (d) Staff members who are scheduled to start work prior to the starting time of their regular schedule and who thereafter complete their regular schedule will be paid at the applicable overtime rate from the time they report to work until the starting time of their regular schedule.
- (e) Staff members who work scheduled overtime after completing their regular schedule shall be paid at the applicable overtime rate for hours worked in addition to their regular schedule.
- (f) Staff members reporting for scheduled overtime work will be provided with transportation from the bus lot if required and regular transportation to the work area is not available and personal transportation is not used.

10. Hold-Over Pay

- (a) Staff members who are held over after working through their regular schedule shall be paid at the applicable overtime rate for hours worked in addition to their regular schedule.
- (b) Hold-over time shall end when the staff member is relieved of his job responsibility. If transportation arranged for by Battelle is required and is not immediately available, the hold-over time will continue until he is picked up.
- (c) Battelle staff members may be held over due to the need for particular skills, or to insure job continuity or for equally good reasons. On such occasions, where the staff member held over requires special

transportation at the conclusion of the hold-over assignment, it will be arranged for by the manager or supervisor involved.

Staff members who would require special transportation normally will not be held over if the sole reason for holding over the staff member is to equalize the distribution of overtime. However, if a staff member is held over for this reason and special transportation is required, it will be arranged for by the manager or supervisor involved.

11. Reporting Time Pay

Staff members who are sent home for lack of work after reporting in accordance with their regular schedule or in accordance with instructions from their supervision will receive not less than the equivalent of four (4) hours pay at their straight-time rates.

12. Canceled Overtime Pay

Staff members who are given firm notice to report for call-in or scheduled overtime shall receive an amount equivalent to two (2) hour's pay at their straight-time rate if such notice is canceled after they have completed their last regular schedule prior to the starting time of such overtime assignment. Staff members will likewise be expected to fulfill their overtime commitments.

13. Counting Overtime Hours

Overtime hours, either daily or weekly, shall be counted once only in determining overtime premium.

14. Maximum Overtime Rate

Under no combination of circumstances except as described in Section 7, Work During Holiday; 8(f), Call-In Pay; 11, Reporting Time Pay; and 12, Canceled Overtime Pay, shall the total compensation to a staff member exceed two (2x) times the straight-time rate.

15. Overtime Lunches

- (a) Staff members shall be provided with a lunch and an opportunity to eat such lunch on Battelle time after completing approximately ten (10) consecutive hours of work (excluding the regular lunch period) and at approximately six (6) hour intervals thereafter except as provided in (c) below.

- (b) Staff members called in for emergency work shall be provided a lunch and an opportunity to eat such lunch on Battelle time at approximately six (6) hour intervals except as provided in (c) below.
- c) Notwithstanding the foregoing, lunches will not be provided for staff members in cases where the expiration of the six (6) hour period falls within one-half (½) hour of the time the staff member is to be relieved from his work assignment.

16. Distribution of Overtime

Battelle shall assign overtime within a classification as equally as practicable. In order to assure that procedures used to administer this Section in the field will remain as stable as possible, such procedures will not be established by Battelle without prior discussion thereof with the Council and once established will remain in effect unless in their actual operation such procedures demonstrate themselves to be clearly impracticable or incapable of effecting an equitable distribution of overtime. A record of overtime assignments shall be kept and made available to the Steward on request. It is understood by the Council that the nature of Battelle's operation may require overtime work and that, under such circumstances, the Council is obliged to encourage those it represents to work overtime, as requested by Battelle, in accordance with established procedures for distribution thereof.

17. Overtime - Prior to Vacation Periods

The following procedure will be utilized by Battelle and is applicable to all seniority groups and classifications represented by the Council:

- (a) This is for application only to the following periods:
  - (1) the staff member's days of rest that immediately precede his vacation period or
  - (2) the sixteen (16) hour period immediately preceding a vacation period of at least one (1) day duration that begins on a day other than the first scheduled workday of the staff member's workweek.
- (b) If overtime requirements can be satisfied by utilizing only a portion of the crew to which a staff member is assigned, the staff member scheduled for vacation will not be offered an overtime assignment nor will he be charged with a refusal if he was inadvertently made such an offer.
- (c) If the entire crew is required for the overtime assignment, the staff member scheduled for vacation will not be bypassed and he will receive no different consideration than will other members of the crew.

- (d) In the event a staff member wishes to be considered for overtime immediately preceding his vacation, he will so advise his supervisor in advance. If the overtime work has not commenced, he will be considered on the same basis as the other members of the crew.

## **ARTICLE IX (9)**

### **HOLIDAYS**

1. Effective January 1, 2005, Battelle will pay staff members covered by this Agreement a holiday allowance of nine (9) holidays not worked, subject to the terms and conditions set forth below.

2. (a) The scheduled holidays for CY 2005 are:

New Year's Day  
Memorial Day\*  
July 4<sup>th</sup>            July 5<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
December 24  
Christmas Day

- (b) The scheduled holidays for CY 2006 are:

New Year's Day  
Memorial Day\*  
July 3rd  
July 4th  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
December 24th  
Christmas Day

- (c) The scheduled holidays for CY 2007 are:

New Year's Day  
Memorial Day\*  
July 4<sup>th</sup>  
July 5th  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
December 24th  
Christmas Day

- (d) The scheduled holidays for CY 2008 are:

New Year's Day

Memorial Day\*  
July 3rd  
July 4th  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
December 24th  
Christmas Day

- (e) The scheduled holidays for CY 2009 are:

New Year's Day  
Memorial Day\*  
July 2nd  
July 3rd  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
December 24th  
Christmas Day

- (f) The scheduled holidays for CY 2010 are:

New Year's Day  
Memorial Day\*  
July 5th  
July 6th  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
December 24th  
Christmas Day

\*This holiday shall be observed on the day specified by Federal law.

Eligible staff members on the active payroll as of January 1, 2005, and each year thereafter, will have eight (8) hours which represents one floating holiday placed in their vacation account. Eligible staff members hired after January 1, 2005, and each year thereafter, will have such time prorated to their vacation accounts.

3. The staff member must have worked the last scheduled workday prior to and the next scheduled workday after such holiday within the staff member's regular work schedule. However, payment of the holiday allowance will be made if the staff member fails to work either or both of these days due to the following circumstances:

- (a) Staff member has been absent from work because of verified personal illness for not more than three (3) months prior to the week in which the holiday occurs and works or reports for Battelle's physical examination the next scheduled workday following the holiday and returns to work the next scheduled workday after such examination; or
- (b) Staff member has been continuously absent from work due to a force reduction for not more than two (2) weeks prior to the week in which the holiday occurs; or
- (c) Staff member has worked for Battelle at any time within fourteen (14) calendar days prior to the holiday and who is absent either or both the last scheduled workday prior to and the next scheduled workday after the holiday on an excused absence, or if he has been sent home during the fourteen (14) day period due to a force reduction.

It is the intent of Battelle to interpret the qualification rules of Article IX (9), Section 3, of the 2005 Battelle/HAMTC Agreement so as not to disqualify a staff member who is not otherwise disqualified from receiving holiday allowance when he has an excused absence either before or after a holiday. It is understood that the determination of excused absence must rest with the Company and that no grievance or arbitration will be initiated by a staff member or the Council concerning the administration of the holiday pay allowance qualification involving excused absence when the intent is to extend the holiday.

- 4. A staff member who is scheduled to work on any of the above holidays and fails to report to work or give satisfactory explanation for not reporting to work will not receive holiday allowance.
- 5. Payment of the holiday allowance will be made at the staff member's regular salary rate for the normal daily schedule except staff members who would have received shift differential, if they had worked, will have that amount added.
- 6. The holidays listed in Section 2 of this Article shall be observed on the days on which they fall, except that when any of these holidays fall on the first scheduled day of rest of a staff member, it shall be observed by that staff member on his last preceding regularly scheduled workday which is not an observed holiday. If the holiday falls on the second scheduled day of rest of a staff member, it shall be observed by that staff member on his next succeeding regularly scheduled workday which is not an observed holiday. If the preceding or succeeding regularly scheduled workday falls within a vacation period, it shall be treated as any other holiday falling within a vacation period.
- 7. In no event will a staff member receive holiday allowance more than once for any one holiday.

8. It is the intent of Battelle to curtail operations on the holidays as far as practicable.
9. Battelle agrees to use its best efforts to provide a minimum of forty-eight (48) hours notice to staff members who will be required to work or who will be granted the day off on any of the holidays set forth in this Agreement but does not guarantee that such notice can be given in all cases. In the event, however, that a staff member is given less than sixteen (16) hours notice that he will be required to work on the holiday, he will be paid for work during his regular schedule in accordance with Article VIII (8), Section 7(a)(1) and Section 8(f), and in addition he will be entitled to pay for travel time in accordance with Article VIII (8), Section 8(b). He will also be entitled to overtime lunches in accordance with Article VIII (8), Section 15(b).



## **ARTICLE X (10)**

### **SHIFT PREMIUM**

1. Staff members who are assigned to and work on any day on a recognized shift which is scheduled to start before 6:00 a.m. or end after 6:00 p.m. will receive a shift differential of fifty (50) cents per hour while working such shifts.
2. Staff members who are assigned to work a rotating ABCD, XYZ, PQ or 12 hour shift will receive a shift differential of fifty (50) cents per hour for all hours worked in recognition for working rotating shifts.
3. Staff members who start work prior to the start of the shift to which they are assigned and continue to work into the assigned shift will be paid shift differential, if applicable to the assigned shift, computed at the applicable rate for all hours worked.
4. Staff members who are held over from the shift to which they are assigned will be paid shift differential, if applicable to the assigned shift, computed at the applicable overtime rate for all hours worked.

## **ARTICLE XI (11)**

### **WORKER'S COMPENSATION PERSONAL TIME ACCOUNT (PTA) AND SHORT TERM DISABILITY (STD)**

#### **Worker's Compensation**

1. A staff member who is out because of injury or occupational disease that is compensable under Worker's Compensation statutes of the State of Washington, and is within the comprehension of the Battelle Long Term Disability Insurance Plan shall be paid an amount equal to the difference between the forty (40) hour weekly salary he otherwise would have received and the payments that he receives from Worker's Compensation until (1) the first one hundred eighty (180) days he is out have elapsed or (2) until such time as the disability payments are terminated by an order of the Department of Labor and Industries, or by an order of the Superior Court, whichever of the above items (1) or (2) first occurs. In the event that a decision of the Department of Labor and Industries, or of the Superior Court, is appealed by either Battelle or the staff member, payment of said difference shall not be made unless and until a final determination is made in favor of the staff member by the appropriate agency or court, but in no event shall payment be made beyond the first one hundred eighty (180) days such staff member is out. No shift differential will be included in computing weekly salary.

In the event a staff member is out because of injury or occupational disease that is compensable under Worker's Compensation statutes of the State of Washington, but is not within the comprehension of the Battelle Long Term Disability Insurance Plan, he shall be paid an amount equal to the difference between the forty (40) hour weekly salary he otherwise would have received and the payments that he receives from Worker's Compensation until such time as the disability payments are terminated by an order of the Department of Labor and Industries, or by an order of the Superior Court. In the event that a decision of the Department of Labor and Industries, or of the Superior Court, is appealed by either Battelle, or the staff member, payment of said difference shall not be made unless and until a final determination is made in favor of the staff member by the appropriate agency or court. No shift differential will be included in computing weekly salary.

2. Personal Time Account (PTA)

Personal Time Account is provided to eligible staff members for personal time off, time lost from work due to illness or injury, family emergencies or medical/dental appointments.

Beginning January 1, 2003, and each year thereafter, each active member's account will receive 56 hours. Eligible staff members hired after January 1<sup>st</sup> of any year will have such time pro-rated to their Personal Time Account. The staff

member may elect to take payment from the account for absences that meet the above criteria if the absence is approved by management.

At year-end, the staff member may elect to move a portion of the unused PTA to the vacation account up to a maximum of 48 hours or may cash out hours up to a maximum of 40 hours.

#### Short Term Disability (STD)

Battelle will provide a plan that pays benefits for absences due to disability equal to 60% of the staff member's base pay rate. STD payments begin on the first day of hospitalization or the eighth day of absence following approval and may extend for 26 work weeks.

An eligibility account for STD supplemental payments in the amount of 20 days plus 2 days for each year of service will be maintained for each staff member. The eligibility account will not exceed 20 + 2 in any consecutive, rolling 12 month period. If any time has been charged to the eligibility account in the 12 months preceding the current STD, the calculation above will be reduced by this amount. Following depletion of the eligibility account for STD supplemental payment, the staff member is eligible to use Personal Time or Vacation Hours to further supplement STD.

If hospitalized payments are normally made up of 60% of base pay plus the equivalent of two days pay per week from the staff member's STD eligibility account until such account is depleted.

If not hospitalized, the first five days of disability will be paid from the STD eligibility account. Subsequent payments will be made up of 60% of base pay plus the equivalent of 2 days pay per week from the staff member's STD eligibility account until such account is depleted.

## ARTICLE XII (12)

### VACATIONS

#### 1. Eligibility Requirements

- (a) Eligible staff members will accrue vacation in a calendar year (hereinafter called the "vacation year"), in accordance with the schedule set forth below:

<u>Years of Continuous Service</u>	<u>Vacation Per Year</u>
Less than 5 full years	10 working days
5 years but less than 10 full years	15 working days
10 years or more	20 working days

- (b) In addition to the regular vacation provided in (a) above, a fifth week (5 working days) designated as "Length of Service" vacation and will be credited to staff member's Service Leave Account upon the 20th and each subsequent anniversary of their continuity of service date. The length of service vacation is treated administratively in a different manner from regular vacation as set forth in Section 6 of this Article XII (12).
- (c) For purposes of vacation eligibility, a staff member's continuous service is as defined in Article XIV (14), Section 1(b).
- (d) Staff members classified as temporary are not eligible to accrue vacation.
- (e) Vacation hours will accrue to staff members in each vacation year under the provisions of Section 1(a) of this Article in accordance with the following table:

<u>Number of Vacation Days Eligible Per Year</u>	<u>Vacation Hours Accrued Per Week</u>
10 days	1.54
15 days	2.31
20 days	3.08

- (f) Staff members will begin to accrue additional vacation credits in the month in which they meet additional service requirements, provided continuity of service is maintained through the end of that month. Staff members will begin to accrue additional vacation credits in the pay period in which they meet additional service requirements, provided continuity of service is maintained through the end of that pay period.

- (g) Vacation accrual will be allowed for any month in which the staff member works any part of the month, provided continuity of service is maintained through the last working day in that month. Vacation accrual will be allowed for any pay period in which the staff member works any part of the pay period, provided continuity of service is maintained through the last working day in that pay period. In the case of extended illness absence, vacation accrual is allowed and credited on the first 20 days only of approved paid absence in any vacation year.
- (h) Vacation does not accrue when a staff member is on an approved leave of absence without pay.

## 2. Scheduling Vacations

- (a) Staff members shall be given choice of vacation periods in accordance with their seniority unless such practice interferes with the progress of work.
- (b) When a staff member has begun a full week of his vacation and during that week, he experiences either (1) personal illness for which he or his spouse or dependent (who is a member of the staff members household) is hospitalized, or (2) a death in his immediate family, one or more full days of that week may be re-designated as personal time (P.T.) in the case of (1) above, or death in immediate family (DF) in the case of (2) above, subject to verification by the staff member satisfactory to the Battelle Director or his delegated representative. Notification will be made to management at the time of hospitalization. Upon the staff member's return to work, the number of days so re-designated will be rescheduled as vacation.

It is the intent of Battelle to interpret the qualification rules for rescheduling vacation when a staff member experiences personal illness while on vacation so as not to always require that the staff member be hospitalized. An example where such an interpretation would be applied by Battelle would be the case of a staff member who breaks his leg while on vacation and has it set and a cast applied in the doctor's office rather than in a hospital. In all cases where vacation is to be re-designated as personal time (PT), verification must be presented by the staff member satisfactory to the Battelle Director or his delegated representative.

- (c) Objective consideration will be given to a staff member's request for a vacation of less than one (1) week's duration [minimum increment of one tenth (1/10) hour] if (a) progress of the work will not be adversely affected, (b) additional payroll premiums or operating costs will not be incurred, and (c) cases in which management refuses such requests will not be subject to the grievance procedure. It should be understood that vacation

scheduling lists will be circulated for selection of vacations in multiples of one (1) week or more and will not be circulated to all staff members for the purpose of effectuating this arrangement. However, seniority will govern if two (2) or more staff members request the same days off and management finds it appropriate to accommodate such a request. Vacation payments for partial weeks will not be made in advance.

The number of staff members allowed to schedule vacations of less than one (1) week at any one time shall be determined by Battelle and such determinations shall not be subject to the regular grievance and arbitration procedures of the current Agreement between Battelle and the Council.

- (d) It is recognized that as a matter of longstanding practice, shift staff members working the day shift have been allowed to "trade" days off with a staff member of the same classification and on the same shift in order to (1) extend their vacation by one day, or (2) allow for flexibility in determining their first scheduled day of rest during that week, for their personal convenience.

- (e) It is not the desire of Battelle to disturb this arrangement, but by virtue of the terms of the Agreement which provide that shift staff members will receive time and one-half (1-1/2X) for hours worked on their first scheduled day of rest within their regular workweek and double time (2X) for hours worked on their second scheduled day of rest within their regular workweek, it becomes apparent that certain safeguards are required to protect Battelle's overtime liabilities in carrying out such a procedure.

It is therefore understood and agreed that all cases in which Battelle staff members "trade" days off are subject to the following conditions:

- (1) A "trade" of scheduled days off will automatically revise the days-off schedule for the individuals involved and the revised schedule will be utilized in computing overtime or premium pay for the week in question.
- (2) The determination with regard to the continuation of such "trades" will continue to be at the discretion of supervision.

### 3. Carryover of Accrued Vacation and Banked Personal Time and Floating Holidays

No specific approval will be necessary for any vacation accrual balance carried over at the end of the vacation year up to 320 hours. All accrued and banked personal time and floating holiday hours over 320 will be written off as of December 31 of the vacation year, unless specifically exempted by the Battelle Director.

4. Use of Vacation Time for Absence

- (a) When a staff member is granted a leave of absence, he may have the first portion of such leave designated as the period of any vacation to which he may then be entitled, if the Battelle Director or his delegated representative shall approve.
- (b) A staff member who is absent because of illness, accident, or because he is laid off for lack of work, may have a portion of such absence designated as the period of any vacation to which he may then be entitled, if the Battelle Director or his delegated representative shall approve.
- (c) A staff member who is absent from work for any reason other than those reasons listed above in paragraphs (a) and (b) will not be entitled either to have his vacation scheduled or to receive a vacation allowance during the period of such absence.
- (d) When a staff member's absence from work continues to the end of a vacation year and the staff member did not receive the full vacation for which he was eligible, a vacation allowance will be paid at the end of the vacation year for such unused vacation which is in excess of 320 hours. Should any portion of such allowance result in the staff member's receiving more than 53 weeks of pay for the vacation year, then the allowance will be reduced by that amount which is in excess.

5. Bases of Payment

- (a) The amount of vacation payment to a staff member is based on his straight-time earnings rate in effect at the time the vacation is taken.
- (b) Shift premium will be included only if the staff member would have received such payments had he worked during the vacation period.
- (c) Staff members will receive any automatic progression increases which are scheduled to be effective during their vacation periods. Change of job classification will not be made effective for any staff member during periods when he is on vacation.
- (d) Except as provided in Section 6(c), a staff member will not be paid for any vacation taken in excess of his accrued regular vacation balance. All such time off in excess of the accrued regular vacation balance will be recorded as unexcused, or if excused, it will be recorded as leave without pay.

6. Length of Service Vacation

- (a) One week of length of service vacation will be credited to staff members upon the 20th and each subsequent anniversary of their continuity of service date.
- (b) There is no maximum balance on length of service vacation. Staff members will be encouraged to utilize such vacation prior to their retirement; however, any unused length of service vacation will be paid as a vacation allowance to the staff member upon his termination, retirement or placement in Long Term Disability status.
- (c) Vacation taken during a vacation year which is in excess of the accrued regular vacation balance will be charged against the length of service vacation balance.

7. Holiday in Vacation Period

- (a) When any of the holidays listed in Article IX (9) are observed during a staff member's paid vacation, such vacation will be extended one (1) day for each such holiday. However, the additional time can be taken only by beginning the vacation earlier or extending it longer than would normally be the case.
- (b) Holidays other than the holidays listed in Article IX (9), occurring during a staff member's vacation period, will be considered as part of his vacation time.

8. General Regulations

- (a) A staff member who quits, retires or is discharged will promptly thereafter receive a vacation allowance and PTA Account for any accrued regular and length of service vacation hours to which he may then be entitled. In the case of staff members who die, vacation allowance and PTA Account will be treated as wages owing the staff member, and payment made accordingly.
- (b) It will not be permissible to omit vacation and draw pay allowance in lieu thereof except with the written approval of the Battelle Director.



## **ARTICLE XIII (13)**

### **SENIORITY**

1. The seniority of each staff member is his relative position with respect to other staff members in his seniority group. Seniority in each case of those Battelle staff members who "Terminated for Transfer" as of January 4, 1965 from General Electric to Battelle will be established as of the day the staff member went into his individual craft or classification with the then Prime Contractor (E.I. duPont de Nemours or General Electric Company) at the Hanford plant. Seniority will be used solely for the purpose set forth in this Article and does not determine service credits which are outlined in Article XIV (14) entitled, "Continuity of Service".
2. Staff members shall be listed in seniority groups as mutually agreed upon by the Council and Battelle. As new staff members are hired, they will be placed in their respective groups. The seniority groups and the classifications in the various seniority groups are set forth in Appendix "A"\* (See Article XX (20)).
  - (a) When staff members have identical seniority dates, continuity of service, as defined in Article XIV (14) of the Battelle/HAMTC Agreement, will serve to break "ties" in seniority dates, and the "senior" staff member will be the one with the earliest continuity of service date.

In cases where a "tie" continues to exist after the application of the continuity of service principle, the "senior" staff member will be the one with the earliest birth date.

3. Force reduction and rehiring will be made only within each classification on the basis of seniority and ability to do the available work. If reductions in force are made, staff members scheduled for layoff in each group may elect, on the basis of their seniority and subject to the conditions set forth in Appendix "A"\*, to take work, if available, in a lower rated classification within their own seniority group and those with the least seniority will be laid off.
4. Staff members who are unable to perform work of their classification because of temporary or permanent physical disability as determined by the occupational medical group serving Battelle may, subject to the conditions set forth in Appendix "A"\*, elect on the basis of seniority to take work, if available, in a lower rated classification within their own seniority group and those with the least seniority will be laid off, if necessary. Such temporarily or permanently disabled staff members must be qualified to perform the available work and must meet the physical requirements of such job as determined by the occupational medical group serving Battelle.
5. In times of layoff, staff members may not claim jobs in a higher rated classification within their own seniority group on the basis of seniority.

6. Seniority will be a major factor in upgrading to a higher classification in a seniority group, but ability will be given consideration as the staff member must be qualified to do the available work. Seniority and continuous service, as defined in Article XIV (14), do not apply to promotions to jobs outside the bargaining unit but for non-supervisory jobs, continuous service will be a major factor when considering bargaining unit candidates if all other qualifications are equal.
7. Staff members in any seniority group who wish to transfer to another classification in a different seniority group may file their request in the Labor Relations Department of Battelle as openings occur, and they will be given consideration on the basis of their continuous service for transfer to the selected classification. Applicants for such transfers must have satisfactory qualifications. The seniority of a staff member so transferred will continue in his former seniority group for a period of twelve (12) weeks, exclusive of any time he might be off the active payroll, unless he was transferred due to a force reduction in his former classification, in which case the provisions of Section 13, of this Article will apply. During the twelve (12) week period, the transferred staff member may be returned to his former classification or a lower classification in his former seniority group, depending on his seniority in his former seniority group at the time, if
  - (a) Battelle finds the staff member is not making satisfactory progress in his new classification; or
  - (b) the staff member requests that he be returned to his former seniority group. If the staff member is retained in the new classification beyond such twelve (12) week period, his seniority in his former seniority group shall be extinguished. In cases where the staff member has transferred to a different seniority group, and remains in the new classification for more than twelve (12) weeks, his seniority in the new seniority group shall be the date of transfer. Staff members, except for those affected by a reduction of force, will not be considered for such transfer more than once in a twelve (12) month period.
8. Staff members new to the bargaining unit shall be considered probationary staff members for a period of six (6) calendar months, exclusive of time they might be off the active payroll, during which time they will acquire no seniority credit; however, at the end of such period, if retained, they shall be placed on the seniority list and their seniority shall start from their date of assignment to the bargaining unit. The Council may represent such staff members during the probationary period.
9. Staff members who are promoted from the Battelle bargaining unit subsequent to January 4, 1965, will continue to accumulate seniority in their former seniority group for a period of six (6) months during which period Battelle may send them back if they do not make satisfactory progress, or the staff members may, during

- the six (6) months period, elect to return to their former seniority group provided their seniority would entitle them to jobs in their former seniority group. If neither Battelle nor the staff member elects to exercise this six (6) months option, the seniority of the staff member shall be extinguished.
10. The rights granted by Section 9 shall terminate for individuals who leave the employ of Battelle.
  11. Rehiring following a reduction of force shall be in the reverse order of layoff. Staff members offered re-employment shall be notified by certified or registered letter, return receipt requested, and mailed to the last address on record in Battelle's Human Resource Department. If the staff member does not report or give satisfactory explanation within two (2) weeks, seniority shall be extinguished.
  12.
    - (a) Seniority shall accumulate for periods not exceeding eighteen (18) months for staff members having less than ten (10) years continuous service and not exceeding twenty-four (24) months for staff members having ten (10) or more years continuous service, for absences due to reduction of force.
    - (b) Seniority shall accumulate for periods not exceeding eighteen (18) months for absences due to:  
Illness or  
Leave of Absence
    - (c) At the expiration of the applicable period, seniority shall be extinguished. Individuals subsequently re-employed shall have no starting seniority.
  13. Staff members who have accepted a different job following their removal from their former classification due to a force reduction shall accumulate seniority in their former craft or classification for a period not to exceed eighteen (18) months for staff members having less than ten (10) years continuous service and not exceeding twenty-four (24) months for staff members having ten (10) or more years of continuous service. At the expiration of the applicable period, their seniority in their former craft or classification shall be extinguished.
  14. Staff members who return from leave of absence will be given re-employment on the basis of their accumulated seniority provided that reductions in force have not removed all staff members with equal or less seniority in their seniority group. Reinstatement will be in their former seniority group at the going rate at the time of their return.
  15. Seniority shall accumulate, as provided by Federal Laws, for absences due to Military Service.

16. Notwithstanding anything herein to the contrary, a staff member may retire at his or her option as provided in the Hanford Contractors Multi-Employer Defined Benefit Pension Plan for HAMTC Represented staff members.
17. This Agreement shall continue to be applicable to retired staff members who may be returned to active employment at Battelle on a temporary basis.

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\*Not included in this booklet.

## **ARTICLE XIV (14)**

### **CONTINUITY OF SERVICE**

#### **Service Credits**

##### **1. Definition of Terms**

- (a) "Continuity of Service" designates the status of a staff member who has service credits totaling fifty-two (52) or more weeks.
- (b) "Continuous service" designates the length of each staff member's continuity of service, and shall equal the total service credits of a staff member who has "continuity of service". For those staff members who "Terminated for Transfer" from General Electric to Battelle as of January 4, 1965, continuous service for the purposes of this Agreement shall include continuous service with the General Electric Company, including in the case of those staff members who transferred from E. I. duPont to General Electric at the Hanford Atomic Products Operation as of September 1, 1946, continuous service with the E. I. duPont Company.
- (c) "Service Credits" are credits for periods during which the staff member is actually at work for Battelle or for periods of absence for which credit is granted. (As provided in Section 3)
- (d) "Absence" is the period a staff member is absent from work either with or without pay (except a paid vacation period), computed by subtracting the date following the last day worked from the date the staff member returns to work. Each separate continuous period away from work shall be treated as a single absence from work.
- (e) "Illness" shall include pregnancy.

##### **2. Loss of Service Credits and Continuity of Service**

Service credits previously accumulated and continuity of service, if any, will be lost whenever the staff member:

- (a) Quits, resigns, or is discharged.
- (b) Is absent from work for more than two (2) consecutive weeks without satisfactory explanation.
- (c) Is absent from work because of personal illness or accident and fails to keep his supervisor notified monthly, stating the probable date of his return to work.

- (d) Is notified within a year from date of layoff for lack of work that he may return but fails to return or to give satisfactory explanation within two (2) weeks.
- (e) Is absent from work without satisfactory explanation beyond the period of any leave of absence granted him by Battelle.
- (f) Is absent from work for a continuous period of more than one (1) year for any reason other than a leave of absence granted in advance.

The service record of each staff member laid off and re-employed after layoff for lack of work, will be reviewed by Battelle at the time of his re-employment and in each case, such staff member will be notified as to his service credits and continuity of service, if any. If Battelle re-employs a staff member who has lost service credits and continuity of service because of layoff due to lack of work for more than one (1) year, such staff member shall have such service credits and continuity of service automatically restored, if such layoff did not exceed five (5) years and if his continuous service at the time of his layoff was greater than the total length of such layoff.

### 3. Service Credits

Service credits for each staff member shall be granted for the periods during which the staff member is actually at work for Battelle and for absences as follows:

- (a) Staff members without continuity of service who lose time due to a compensable accident will receive service credits for such lost time up to a maximum of three (3) months. For all other absences of two (2) weeks or less, such staff members will receive service credits but, if absent more than two (2) weeks, no service credits will be allowed for any part of such absence.
- (b) Staff members with continuity of service, if absent on account of illness, accident or layoff, will receive service credits for any absence of six (6) months or less. Where any such absence exceeds six (6) months, no service credits will be allowed for the excess time. However, where the absence of such a staff member is due to a compensable accident, and where the staff member is re-employed without loss of continuity of service, service credits will be restored for the period of his absence in excess of six (6) months up to a maximum of six (6) additional months. For all other absences of two (2) weeks or less, such staff members will receive service credits, but if the absence is longer than two (2) weeks, no service credits will be allowed for any part of such absence.

If a staff member who has lost prior service credits or continuity of service is re-employed, he shall be considered a new staff member and will not receive service credits (unless all or part of prior service credits are restored) for any time prior to the date of such re-employment.

- (c) Notwithstanding the above provisions, a person who is returned to work directly from an absence of greater than one year that is classified by the State of Washington as a compensable disability absence will have prior service credits, as well as service credits for the first twelve (12) months of absence, restored.

## **ARTICLE XV (15)**

### **INFORMATION TO COUNCIL AND STAFF MEMBERS**

1. Battelle will furnish the Council with seniority lists of staff members in the bargaining unit. Revised seniority lists will be furnished at three (3) month intervals.
2. Battelle will give the respective Stewards the names of staff members to be laid off for lack of work at the time the staff members are notified. The Stewards will also be given the names of any staff members who are discharged. In case of intent to discharge a Steward, Battelle shall notify the Council immediately.
3. Battelle will, on a bi-monthly (two times per calendar month) basis, furnish the Council with the names, addresses (if the addresses are available), and job classifications of newly hired or rehired staff members who are covered by this Agreement.
4. Battelle shall furnish to each staff member covered by this Agreement, a copy of said Agreement and, further, shall furnish a copy to each new staff member hired in the bargaining unit.
5. Battelle will furnish bulletin boards for the use of the Council for posting Council announcements. Data, notices, or bulletins which the Council desires to have posted will be routed by the Council through Battelle's Labor Relations Department for approval, which will not be unreasonably withheld.
6. Staff members will be shown, and upon request will be provided with a copy of any records which are to be filed in the staff member's personnel folder which involve ratings, warning notices, or other records concerning work performance. The staff member will be asked to sign such records indicating that the matter has been brought to his attention, but with the understanding that such signature in no way implies that he necessarily agrees with the contents of such record. When such records are permanently removed from a staff member's personnel folder, they will be returned to the staff member's immediate supervisor who will in turn give them to the staff member. Upon request, a staff member will be provided with a copy of the initial report of his industrial injury.



## **ARTICLE XVI (16)**

### **LEAVE OF ABSENCE**

1. Staff members with at least one (1) year of continuous service may be granted leave of absence, without pay, for any personal reason except employment elsewhere, for a period of three (3) months or less upon approval of the Manager, Labor Relations. In cases of emergency, staff members with less than one (1) year of continuous service will be considered.
2. Requests for a longer period, up to one (1) year, will receive consideration.
3. Further, upon request of the Council, a staff member with at least one (1) year of continuous service will be granted leave of absence without pay, to act as a Council officer or as business representative of any of the local unions composed at least in part of Battelle staff members, and which are affiliates of the Hanford Atomic Metal Trades Council. Requests for extensions will be granted; however, the total absence will not exceed three (3) years.
4. Time out on account of leave of absence will be deducted in computing continuous service. It will not be deducted in computing seniority, as defined in Article XIII (13).
5. Staff members on approved leave of absence may retain their group insurance by paying premiums in accordance with the Battelle plan. However, weekly sickness and accident insurance will be continued only for the period for which the premium has been paid in advance with a maximum period of not more than thirty-one (31) days.

## **ARTICLE XVII (17)**

### **MILITARY SERVICE**

1. Both parties shall abide by and comply with all legal requirements applying to the re-employment of staff members who enter the Armed Forces of the United States.

#### **Military Pay Differential**

2. It is the policy of Battelle to recognize staff member obligations to perform temporary or short term military duty, such as summer training for reservists. To the extent practicable and consistent with an orderly prosecution of the work, staff members will be granted absences from work to fulfill such military obligations and will receive allowance as provided herein below.
3. Any staff member with fifty-two (52) or more weeks of service credits, who is absent from work for temporary or short term military duty, shall be granted a military pay differential for up to thirteen (13) working days during which he is absent in a calendar year. There will be no deduction of service credits for these absences. Such military pay differential shall be the amount by which the staff member's normal salary, calculated on the basis of a workweek up to a maximum of forty (40) hours, which the staff member has lost by virtue of such absence, exceeds any pay received from the Federal or State Government. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the Government.
4. Staff members who have less than fifty-two (52) weeks of service credits may also be absent for the reason and time period set forth above without deduction of service credits for such absence but shall not be eligible for the military pay differential.
5. A staff member may not receive a vacation pay allowance and a military pay differential for the same time period. A staff member may, however, receive a military pay differential for the period, if any, by which the time spent in temporary or short term military duty does not coincide with such vacation, but not exceeding the maximum specified above.

#### **National Guard and Military Reservist Emergency Duty**

6. Staff members with fifty-two (52) or more weeks of service credits who are members of the National Guard or military reservist may be called out by the appropriate Governor's or the President for emergency duty to help preserve law and order. A military pay differential shall be granted for up to five (5) working days per emergency situation to staff members called out for such duty. There will be no deduction of service credits for these absences. The military pay differential will be calculated as set forth in Section 3 of Article XVII (17), Military Service.

## **ARTICLE XVIII (18)**

### **GRIEVANCE PROCEDURE**

1. Battelle shall recognize those Stewards selected by the Council for specified locations, crafts or classifications. All Stewards shall be selected from staff members of Battelle within the bargaining unit who have received proper security clearance for the areas in which they represent staff members. The Council shall give Battelle five (5) days notice of any change in Stewards.
2. The number of Stewards shall be established or changed by mutual agreement between the Council and Battelle.
3. Before leaving his job, the Steward shall inform his immediate Supervisor where he wishes to go and secure permission to leave. He shall also report back to the Supervisor on his return.
4. Stewards will not be permanently transferred involuntarily within a classification unless the progress of the work requires it. Every reasonable effort will be made to assign Chief Stewards (generally one from each craft affiliated with the Council with such exceptions in particular cases as may be mutually agreed upon) to straight-day work. It is recognized however, that the progress of the work may not always make this possible.
5. Battelle shall recognize a Council Grievance Committee, not to exceed one for each HAMTC affiliate unless changed by mutual agreement. The Council Grievance Committee will function at Step II of the grievance procedure.

The Council can be assured that the Stewards and staff members on the Council Grievance Committee will be paid in accordance with the provisions of Section 12 of Article XVIII (18), Grievance Procedure.

6. The grievance procedure established by this Article XVIII (18) shall be used for the purpose of orderly negotiation between the parties concerning claims and disputes on all matters subject to collective bargaining between the parties during the term of this Agreement, whether or not such claims or disputes involve the interpretation or application of this Agreement. Grievances shall be processed in the following manner:

#### **Step I**

- (a) Any staff member or group of staff members having a grievance shall take the matter up with the Shop Steward who shall attempt to adjust the matter with the appropriate Supervisor except as provided in the following paragraph.

- (b) Any staff member or group of staff members may take up a grievance directly with their Supervisor who will notify the appropriate Steward so that he may be present during the period of adjustment and the adjustment must be consistent with the terms of this Agreement.
- (c) Cases presented by the Steward or the staff member may be reduced to writing and the Supervisor shall give a reply within three (3) working days unless the time is extended by mutual agreement. Copies of grievances submitted in writing and answered at Step I will be supplied to the Council in a timely manner by Battelle's Labor Relations Department.

## **Step II**

If not satisfactorily settled at Step I, three (3) copies of the written grievance shall be given to the Steward who will give one (1) copy to the staff member and refer the case to the Council Grievance Committee which may schedule the matter for discussion at a meeting with Battelle representatives. Meetings will be held on regularly scheduled dates, and emergency meetings shall be scheduled on request of either party. It is agreed to alternate grievance meetings between a Battelle location and the Labor Temple. The Council shall advise Battelle regarding the grievance(s) to be presented and the requested size of the committee, as prescribed in Section 5 of the Article, at least three (3) days before the meeting. The grievance shall be discussed within thirty (30) days after it has been scheduled for discussion, unless the time is extended by mutual agreement or the grievance shall be considered settled. Battelle shall give its answer to the Council within ten (10) days after completion of discussions of any grievance unless such time is extended by mutual agreement.

- 7. It is understood that no government security information shall be set forth in any grievance procedure reports. It is further understood that no information that is proprietary or business sensitive to Battelle or to a sponsor of work at Battelle will be utilized or disclosed in the grievance procedure unless all persons involved in the grievance process who are not Battelle staff members have first executed an agreement in the form attached hereto as Article XXVI (26), and titled "Battelle Memorial Institute Intellectual Property Disclosure Agreement"\*, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.
- 8. If no agreement is reached and the matter is subject to arbitration, it may be referred to arbitration in accordance with Article XIX (19).
- 9. A grievance of a general nature may be presented at Step II by either Council or Battelle representatives. In either case, three (3) days notice will be given except in cases of emergency.
- 10. Any grievance not taken up within ten (10) days after the occurrence of the grievance cannot be processed through the grievance procedure. A grievance that

has been processed at Step I shall be considered settled if the grievance is not scheduled at Step II in the above procedure within ten (10) days after the Step I answer has been rendered by Battelle.

- 11 All time limits noted in this Article are exclusive of Saturdays, Sundays, and the holidays provided for in Article IX (9).
12. The Stewards and staff members on the Council Grievance Committee shall be paid at their straight-time rates for time spent processing grievances during their regularly scheduled working hours. It is agreed that such time shall be limited to a reasonable amount and that the Council and Battelle shall jointly investigate any case where it appears that an individual is taking an unreasonable amount of time.
13. Battelle agrees that its authoritative representatives will meet periodically with the Council's (Battelle) Grievance Committee to discuss such assignments of work outside as the Grievance Committee advises Battelle in advance that it wishes discussed; and recognizes that in meetings arranged for above, Battelle will be able from time to time to give advance notice of some of the more important projected assignments of work outside, and to talk over some of the more general developments as Battelle sees them.

Both parties recognize that concern over this general problem can best be avoided by periodic discussions of specific cases, and it is hoped that these meetings will serve this purpose. It should be understood that these meetings are not to be any part of Battelle's operating procedure. In general, we visualize this arrangement as an agreement by Battelle to discuss and explain any of our assignments outside that have concerned the membership of the Battelle bargaining unit, and a recognition by us that we can use the same forum for advance notice and explanation by us when that seems appropriate.

14. Upon request, a portion of time of the Step II grievance meetings will be utilized for discussion of problems related to work assignments.

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\*Not included in this booklet.

## **ARTICLE XIX (19)**

### **ARBITRATION**

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Article XVIII (18) - Grievance Procedure, and which involves either,
  - (a) the interpretation or application of a provision of this Agreement, or
  - (b) a disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement, which is alleged to have been imposed without just cause.

may be submitted to arbitration provided written application is made within sixty (60) days after the final decision is given at the second step of the grievance procedure.

2. For the purpose of proceedings, within the scope of (b) above, the standard to be applied by an arbitrator to cases involving disciplinary penalty (including discharge) is that such penalties shall be imposed only for just cause. No arbitrator shall have the authority to review, revoke, modify or enter any award with respect to:
  - (a) the discharge of a staff member having less than six (6) calendar months of seniority credit in the bargaining unit.
  - (b) discharge removals made at the direction of the Department of Energy (DOE) under the terms of the Prime Contract with DOE.
3. It is specifically agreed that no arbitrator shall have the authority to establish or modify any salary rate, benefit plan, or job classification.
4. Within ten (10) days after either party notifies the other of its desire for arbitration, as provided herein, either party may request the Federal Mediation and Conciliation Service, or its successor, in writing, to submit a list of not less than five (5) arbitrators from which the Council and the Employer shall strike off the names on the list who are not acceptable and shall indicate the order of preference of those remaining. In the event all names are stricken from the list, the Council and the Employer shall, within ten (10) days of such action, request the Federal Mediation and Conciliation Service, or its successor, to submit a second list of not less than five (5) arbitrators and the above procedure shall be followed.
5. All time limits noted in this Article are exclusive of Saturdays, Sundays and the holidays provided for in Article IX (9).

6. Each party shall bear its respective expenses and the expenses and fee of the Arbitrator shall be shared equally by the Council and Battelle.

The cost of official transcripts of arbitration proceedings will be borne equally by the parties (one copy for each party and one copy for the impartial arbitrator) except in cases in which one of the parties notifies the other at least ten (10) days prior to the date of hearing that it does not recognize a need for an official transcript of the proceedings, in which case, there shall be no official transcript unless the other party undertakes to provide and pay for transcripts for each of those indicated above. It is agreed that no record other than an official transcript shall be recognized in connection with arbitration proceedings.

7. The Arbitrator shall not have the power to add to, disregard, or to modify any of the terms of this Agreement.
8. In the event a dispute should arise involving any classified information, the Arbitrator must have security clearance as required by the Department of Energy.
9. It is understood that no information that is proprietary or business sensitive to Battelle or to a sponsor of work at Battelle will be utilized or disclosed in the arbitration process unless all persons, including arbitrators, involved in the arbitration process who are not Battelle staff members have first executed an agreement in the form attached hereto as Article XXVI (26), and titled "Battelle Memorial Institute Intellectual Property Disclosure Agreement"\*, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.

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\*Not included in this booklet.

## **ARTICLE XX (20)**

### **WAGE RATES**

1. Appendix "A"\*, attached hereto contains wage scales, seniority groups, job classifications in the various seniority groups, and lines of progression for each classification group as mutually agreed upon by Battelle and the Council, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement. The provisions of Appendix "A"\* shall be effective as of April 2, 2005, and shall continue in full force and effect between the parties hereto, to and including March 31, 2010 as applicable, unless modified by mutual agreement of the parties.
2. Staff members will be placed on the progression scales at the appropriate rate of pay for their assigned classification and their rates will increase in accordance with the progression scale for their classification as set forth in, and in accordance with the provisions of Appendix "A", effective as of the date of this Agreement.
3. Staff members will be expected to satisfactorily demonstrate their ability to progress within their classification.
4. It is also understood that there is no continuous progression from the hiring rate to the Journeyman's rate. Staff members will not move out of one classification into the next higher classification unless additional staff members are needed in such higher classification. However, after a reclassification is made, progression will apply as indicated above.
5. In some seniority groups, as indicated in Appendix "A"\*, there is no regular transfer between occupations.
6. A staff member may be "detailed" to a higher rated job classification and a higher rate for a period of one (1) day, on the basis of the rules of transfer, if fully qualified, and assigned to and given the full responsibility of the higher rated job for the full day.
7. Only staff members qualified to perform the higher rated job and who, in most cases, are on the top of the progression schedule in their present classification will be given the full responsibility of temporary assignment to a higher rated job. All other factors being equal, detailing will be assigned according to seniority. Detailing will be divided as equally as practicable among staff members having the same seniority date.
8. Battelle will endeavor to pay all wages earned during a workweek on the Friday following the end of said workweek.
9. Wage Agreement



- (a) Effective April 2, 2005, Battelle's Appendix "A"\* will be amended to reflect a general wage increase of two and three quarters (2.75%) per cent to each staff member's paid wage rate and new progression schedules, job classifications and wage scales (excluding shift differential or overtime premiums).
- (b) Upon ratification by the HAMTC membership and the signing of the Battelle/HAMTC Agreement, all regular, full-time staff members on the active payroll as of April 2, 2005, shall be eligible for a one-time payment, by separate check, of one thousand, two hundred dollars (\$1,200) less applicable legal withholdings. Such payment will be made to eligible staff members within thirty (30) days after ratification and signing of the Battelle/HAMTC Agreement.
- (c) Effective April 1, 2006 a general wage increase of two and three quarters (2.75%) per cent will be added to each staff member's paid wage rate in effect on March 31, 2006.
  - (1) In addition to the general wage increase resulting from (b) above, a cost-of-living adjustment will be made. The amount of the cost-of-living adjustment, if any, shall be determined based on the increase in the Bureau of Labor Statistics Consumer Price Index Urban Wage Earners and Clerical Workers - U. S. City Average All Items (1982-1984 = 100), hereafter referred to as the "Index" from February, 2005 to February, 2006 in accordance with the following formula.

After an increase in the Index of four (4%) per cent during the measurement period, seventy five (75%) per cent of the per cent rise in the Index thereafter, up to but not exceeding ten (10%) per cent rise in the Index will be applied to the wage rate as indicated above.

The maximum cost-of-living adjustment increase that could be generated from this formula is four point five (4.5%) per cent [seventy five (75%) per cent of six (6%) per cent].
  - (2) The cost-of-living adjustment specified above shall be applied to the job rate of the applicable classification and the percentage relationship between the various progression step rates and the job rate will be maintained after the cost-of-living adjustment, if any, has been applied to the job rate.
- (d) Effective April 7, 2007, a general wage increase of three and one-half (3.5%) per cent will be added to each staff member's paid wage rate in effect on April 6, 2007.

- (1) In addition to the general wage increase resulting from (b) above, a cost-of-living adjustment will be made. The amount of the cost-of-living adjustment, if any, shall be determined based on the increase in the Bureau of Labor Statistics Consumer Price Index Urban Wage Earners and Clerical Workers - U. S. City Average All Items (1982-1984 = 100), hereafter referred to as the "Index" from February, 2006 to February, 2007 in accordance with the following formula.

After an increase in the Index of four (4%) per cent during the measurement period, seventy five (75%) per cent of the per cent rise in the Index thereafter, up to but not exceeding ten (10%) per cent rise in the Index will be applied to the wage rate as indicated above.

The maximum cost-of-living adjustment increase that could be generated from this formula is four point five (4.5%) per cent [seventy five (75%) per cent of six (6%) per cent].

- (2) The cost-of-living adjustment specified above shall be applied to the job rate of the applicable classification and the percentage relationship between the various progression step rates and the job rate will be maintained after the cost-of-living adjustment, if any, has been applied to the job rate.

- (e) Effective April 5, 2008 a general wage increase of three and one half (3.5%) per cent will be added to each staff member's paid wage rate in effect on April 4, 2008.

- (1) In addition to the general wage increase resulting from (b) above, a cost-of-living adjustment will be made. The amount of the cost-of-living adjustment, if any, shall be determined based on the increase in the Bureau of Labor Statistics Consumer Price Index Urban Wage Earners and Clerical Workers - U. S. City Average All Items (1982-1984 = 100), hereafter referred to as the "Index" from February, 2007 to February, 2008 in accordance with the following formula.

After an increase in the Index of four (4%) per cent during the measurement period, seventy five (75%) per cent of the per cent rise in the Index thereafter, up to but not exceeding ten (10%) per cent rise in the Index will be applied to the wage rate as indicated above.

The maximum cost-of-living adjustment increase that could be generated from this formula is four point five (4.5%) per cent [seventy five (75%) per cent of six (6%) per cent].

- (2) The cost-of-living adjustment specified above shall be applied to the job rate of the applicable classification and the percentage relationship between the various progression step rates and the job rate will be maintained after the cost-of-living adjustment, if any, has been applied to the job rate.
- (f) Effective April 4, 2009 a general wage increase of three and one half (3.5%) per cent will be added to each staff member's paid wage rate in effect on April 3, 2009.
- (1) In addition to the general wage increase resulting from (b) above, a cost-of-living adjustment will be made. The amount of the cost-of-living adjustment, if any, shall be determined based on the increase in the Bureau of Labor Statistics Consumer Price Index Urban Wage Earners and Clerical Workers - U. S. City Average All Items (1982-1984 = 100), hereafter referred to as the "Index" from February, 2008 to February, 2009 in accordance with the following formula.

After an increase in the Index of four (4%) per cent during the measurement period, seventy five (75%) per cent of the per cent rise in the Index thereafter, up to but not exceeding ten (10%) per cent rise in the Index will be applied to the wage rate as indicated above.

The maximum cost-of-living adjustment increase that could be generated from this formula is four point five (4.5%) per cent [seventy five (75%) per cent of six (6%) per cent].

- (2) The cost-of-living adjustment specified above shall be applied to the job rate of the applicable classification and the percentage relationship between the various progression step rates and the job rate will be maintained after the cost-of-living adjustment, if any, has been applied to the job rate.

#### 10. COLA Conversion

Should the Index in its present form and calculated on the same basis as the last Index published prior to the effective date of this contract, become unavailable and if the Bureau of Labor Statistics issues a conversion table by which changes in the present Index can still be determined, the parties agree to accept such conversion table. If no such table is issued, the parties will promptly undertake

negotiations solely with respect to agreeing upon a substitute formula for determining a comparable cost-of-living adjustment. The purpose of a new Index or conversion formula shall be to produce as nearly as possible the same result as would have been achieved using the Index in its present form. Any such conversion table or substitute formula will retain the same maximum amount limitations set forth above in this article. If after such negotiations the parties fail to reach agreement, the matter shall be submitted to final and binding arbitration as provided for in Article XIX (19) of this contract.

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\*Not included in this booklet.

## ARTICLE XXI (21)

### TRANSFERS/REASSIGNMENTS

1. Fluctuating work requirements cause staff members to be subject to transfer or reassignment within their classification to different work locations or shift schedules which may cause personal inconvenience, loss of ride, or other hardships. When such transfers or reassignments are not of a temporary nature, special consideration will be given to the seniority status of the staff members involved. It is recognized that rigid rules for effecting transfers or reassignment based entirely on seniority, would be impractical of application and consideration must also be given to other conditions such as the progress of the work and circumstances of individual hardship to the staff member. However, in general practice, Battelle will affect such transfers or reassignments in accordance with the following:
  - (a) Staff members will have the opportunity to express their desire for transfers or reassignments as described herein, however, the group or shift from which staff members are to be transferred or reassigned and decisions on proper staffing levels will be determined solely by Battelle.
  - (b) Staff members assigned to the group or shift from which the transfers or reassignments are being made who have previously submitted written requests (Request for Transfer or Reassignment Form [RTRF]\* submitted to immediate manager and Manager of Labor Relations) for such transfers, or reassignment will be offered the opportunity of transferring or being reassigned on the basis of their ability to perform the work on the new assignment and their seniority\*\*. If the transfer or reassignment cannot be satisfactorily accomplished on the basis of written requests, similar consideration will then be given to the other staff members assigned to the group or shift.
  - (c) If no qualified staff members assigned to the group or shift desire to transfer or to be reassigned to the new assignment, the qualified staff members with the least seniority will be transferred or reassigned except;
  - (d) Stewards (certified prior to the time the transfer or reassignment was made known) will not be permanently transferred or reassigned unless required by the progress of the work.
2. The "groups" from which and to which staff members may be transferred in accordance with the provisions of Article XXI (21) of the 2005 Battelle/HAMTC Agreement are as follows:
  - (a) Facilities and Operations  
Group 1 - Laboratory Maintenance  
300 - 700 & 3000 Areas

Group 2 - Laboratory Maintenance  
100-200 - Areas

- (b) Environmental Safety & Health  
    Group 1 - Radiation Protection  
        100, 200, 300, 700 & 3000 Areas  
    Group 2 - Environmental Monitoring

Assignment of a staff member from one group to another group to regularly work in such other group for a period not to exceed twelve (12) weeks is regarded as a "temporary transfer or reassignment." Assignments in excess of twelve (12) weeks are regarded as "permanent transfers or reassignment."

Factors to be considered when relocating staff members between 100, 200, 300, 700 and 3000 Areas or within the transfer group will include but not be limited to: seniority, health and safety, needs of the business, certification, qualifications, security clearances, work restrictions, and radiation exposure. If more than one (1) staff member wants to make the move (or if none want to make the move) and if in the judgment of management no clear preference is indicated after the consideration of all factors, seniority will be the deciding factor.

\*\* Valid for six month

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\*Not included in this booklet.

## **ARTICLE XXII (22)**

### **APPRENTICESHIP PROGRAM**

1. In the event the parties agree in the future to implementation of an apprenticeship program jointly administered by Battelle and the Council in accordance with the Standards of Apprenticeship, when approved by the Washington State Apprenticeship Council, shall be continued during the term of this Agreement.
2. It is understood by the parties that there is no requirement that Battelle hire any person or transfer any staff member solely to participate in the Program. It is further understood that this entire Apprenticeship Program and all collateral agreements will expire upon the termination of this contract, unless Battelle and the Council mutually agree to an extension of the Program.
3. The parties have agreed that there will be no more than approximately one (1) Apprentice or Trainee for five (5) Journeymen in any craft-type seniority group. It is understood that the ratio may not be maintained during a period of staffing a new facility with staff members.
4. An apprentice enrolled in the Battelle-JATC Apprenticeship Program cannot be displaced by a Journeyman unless so stipulated within the Standards of Apprenticeship.
5. Staff Members in the Battelle-JATC Apprenticeship Program may be displaced at the time they complete the apprenticeship program provided:

The displacing staff member was in the same classification as the Apprentice and the displacing staff member had greater seniority than the Apprentice when the reduction of force actually occurred.

## **ARTICLE XXIII (23)**

### **SEPARATION PAY ALLOWANCE**

#### **1. General**

A staff member of Battelle with one (1) or more years of continuous service will, in accordance with the provisions hereinafter set forth, have available a separation pay allowance for use in event of layoff for lack of work from Battelle.

#### **2. Computation of Separation Pay Allowance**

The allowance shall be computed on the basis of one (1) week's pay for each of the staff member's full years of continuous service as defined in Article XIV (14) plus one-quarter (1/4) of a week's pay for each additional three (3) months of continuous service at the time of layoff. A "week's pay" shall be the staff member's normal straight time weekly salary (excluding shift differential and overtime) in effect at the time of layoff.

#### **3. Benefits Available at Layoff**

- (a) Battelle staff members who "Terminated for Transfer" from General Electric Company to Battelle as of January 4, 1965, and who had less than twenty (20) years of continuous service with General Electric at the time of their transfer will continue to accrue separation pay credits as Laboratory staff members on the basis set forth in 2 above up to a maximum of twenty (20) weeks total separation pay credits.
- (b) Battelle staff members who "Terminated for Transfer" from General Electric Company to Battelle as of January 4, 1965, and who had more than twenty (20) years of continuous service with General Electric at the time of their transfer will retain eligibility for separation pay credits for their continuous service with General Electric on the basis set forth in 2 above. They will not accrue additional separation pay credits as Laboratory staff members.
- (c) All staff members hired by Battelle on or after January 4, 1965, who were not "Terminated for Transfer" from General Electric Company will begin accruing separation pay credits upon completion of one (1) year of continuous service with Battelle. Upon completion of this minimum service period, separation pay credits will accrue on the same basis as set forth in 2 above, up to a maximum of twenty (20) weeks' total separation pay credits which includes credit for the one (1) year minimum service period.



(d) An eligible staff member laid off for lack of work by Battelle will be paid the separation pay allowance for which he is eligible subject to the following conditions:

- (1) Battelle will determine at the time of layoff if the separation is expected to exceed six (6) months, hereinafter referred to as "permanent layoff".
- (2) At the time of permanent layoff, a staff member will be given the option of (i) receiving his separation pay allowance in a lump sum at the time of layoff, or (ii) not receiving the separation pay allowance until six (6) months have elapsed, at which time the allowance will be paid him in a lump sum.

In the event a staff member elects option (i) above, he will agree at the time of layoff that if he is offered re-employment in his former job classification within six (6) months after layoff, he will repay to Battelle within one (1) year from the date of the offer, or the date of re-employment, the total amount of the allowance paid him under this Option (2)(i). If the staff member fails to repay the total allowance during the specified time period, and notwithstanding any other provisions of this Agreement, all service and seniority credits previously accumulated and continuity of service will be extinguished, and the staff member will not be eligible to accrue new separation pay credits until he shall have worked for Battelle from the date of his re-employment for a period of time equal to the period he had previously worked to accumulate the separation pay credits for which he was eligible at the time of his layoff.

- (3) A staff member will not be regarded as having been given a permanent layoff if Battelle determines at the time of separation that the layoff is not expected to exceed six (6) months. Under this condition, the staff member will be given the option of (i) receiving after one month in layoff status, one-sixth (1/6) of the separation pay allowance for which he is eligible, and one-sixth (1/6) each month thereafter until he has been offered re-employment in his former job classification, or until the full allowance has been paid; or (ii) not receiving any separation pay allowance until six (6) months have elapsed, at which time the allowance will be paid him in a lump sum.

In the event a staff member elects option (3)(i) above, he will agree at the time of layoff that if he is offered re-employment in his former job classification within six (6) months after layoff, he will repay to Battelle within one (1) year from the date of the offer, or the date of re-employment, the total amount of the allowance paid

him under this option (3)(i). If the staff member fails to repay the total allowance during the specified time period, and notwithstanding any other provisions of this Agreement, all service and seniority credits previously accumulated and continuity of service will be extinguished, and the staff member will not be eligible to accrue new separation pay credits until he shall have worked for Battelle from the date of his re-employment for a period equal to the period he had previously worked to accumulate the separation pay credits for which he was eligible at the time of his layoff.

- (4) A staff member who has received the total separation pay allowance for which he was eligible in accordance with (2) or (3) above, and who is re-employed in his former job classification after having been in layoff status in excess of six (6) months will be afforded seniority and service credits as provided in Articles XIII (13) and XIV (14) of this Agreement. Such a staff member will not be expected to repay the separation pay allowance, and he will be eligible to accrue new separation pay credits upon completion of one (1) year of continuous service from the date of his re-employment. Upon completion of this minimum service period, new separation pay credits will accrue on the same basis as set forth in 2 above, up to a maximum of ten (10) weeks total separation pay credits which includes credit for the one (1) year minimum service period.
- (5) Eligibility for separation pay allowance will automatically expire for staff members who leave the employ of Battelle.
- (6) In the event that responsibility for operation of part or all of Battelle is assumed by another contractor or government agency, staff members who are transferred to the employ of, or who are offered employment at positions of comparable responsibility by such contractor or government agency, which employment will commence within thirty (30) days after the staff member is terminated or laid off by Battelle, shall not be considered as laid off or terminated for the purposes of this Article.

#### 4. Other

The provisions of this Article shall not be applicable where Battelle decides to close a laboratory or an operation or lay off a staff member because of Battelle's inability to carry on its operations, as a consequence of a strike, slowdown or other interference with or interruption with work participated in by staff members. However, the operation of this Section shall not affect the rights or benefits

already provided hereunder to a staff member laid off for lack of work prior to the commencement of any such strike, interference or interruption.

5. Battelle shall modify its Procedures for Utilization of Excess Personnel to provide that a staff member who has accrued less than twenty (20) weeks separations pay credits and whose separation pay credits have been transferred from a DOE-Hanford contractor who has a collective bargaining agreement with HAMTC to Battelle shall continue to accrue additional separations pay credits up to the same maximum twenty (20) weeks total separations pay credits.
6. A grievance arising under this Article may be processed in accordance with the grievance procedure set forth in Article XVIII (18). However, no matter or controversy concerning the provisions of this Article or the interpretation or application thereof shall be subject to arbitration under the provisions of Article XIX (19) hereof, except by mutual agreement.

## **ARTICLE XXIV (24)**

### **VALIDITY AND APPLICABILITY**

1. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement shall not be affected thereby.
2. This Agreement is subject to all applicable Federal and State Laws, and any rules and regulations issued pursuant thereto.

## **ARTICLE XXV (25)**

### **CONTINUITY OF OPERATIONS**

1. It is the intent of the parties to this Agreement that the procedures herein shall serve as a means of peaceable settlement of all disputes that may arise between them. During the life of this Agreement, the Council agrees that there shall be no strike, slow-down, secondary boycott, or work stoppage of any nature. Battelle agrees not to lock out or cause to be locked out any staff member coming under the provisions of this Agreement. Battelle and the Council agree to use their best efforts to assure compliance with the terms of this Article.
2. The parties have further agreed that (1) the management of Battelle will not cause bargaining unit staff members to be assigned to any other contractor at the Hanford site to replace employees of such other contractor while that contractor is being subjected to strike action by a bona fide labor organization, and (2) the assignment of any staff member at any time to perform work for Battelle as a required service to another contractor in accordance with work distribution procedures previously established by the Department of Energy shall not be considered to in any way conflict with the foregoing item (1), nor will such assignments be cause for any interruptions in the provisions of Article XXV (25) of the agreement.

## **ARTICLE XXVI (26)**

### **SECURITY**

1. The Council and Battelle agree that they will protect the security of classified information and will not reveal such information to any person not specifically cleared for the information by the Government. No person shall be cleared for such information except where the information is necessary for performance of work desired by the Government. All members of the Council, Battelle, and all staff members of Battelle are required to comply with all protective security regulations now in effect or as may be promulgated in connection with any work at Battelle. The Arbitrator provided for in Article XIX (19) of this Agreement shall not make any decisions that conflict with security regulations adopted by the Government.
2. The Council agrees that staff members covered by this Agreement will protect proprietary or business sensitive information of Battelle or a sponsor of work at Battelle and will not disclose such information to any person not specifically authorized by Battelle to receive such information.
3. When the Council and Battelle mutually deem it necessary for a Council representative who is not a staff member of Battelle, or a staff member who is not authorized to do so, to enter a restricted area for the purpose of making an examination of a physical facility in connection with a grievance or a dispute, Battelle will make a special request to the Government for clearance for that occasion. It is recognized that all applicable security regulations, as prescribed by the Government, must be complied with.
4. Prior to the release of proprietary or business sensitive information under this Agreement to a Council representative or arbitrator who is not a Battelle staff member, and prior to permitting any such person to enter an area of Battelle restricted to protect proprietary information, such person shall execute an agreement in the form attached hereto as Article XXVI (26), and titled "Battelle Memorial Institute Intellectual Property Disclosure Agreement"\*, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.
5. Non-disclosure of Proprietary Information

It is recognized that a controversy may develop between the parties in regard to whether proprietary or business sensitive information is involved in a labor claim or dispute, or whether it is necessary to disclose such information in the settlement of a labor claim or dispute. In the event of such a controversy or any other question involving the interpretation or application of the language of the above-referenced Sections of the Agreement designed to protect proprietary or business sensitive information, and parties cannot resolve the controversy within a

reasonable time after a question arises and notwithstanding any other provisions of the 2005 Battelle/HAMTC Agreement, the parties agree to abide by the rules for the protection of proprietary or business sensitive information promulgated at the request of either party by a judge of the U.S. District Court for the Eastern District of the State of Washington. Rules so developed will have to do only with the protection of proprietary or business sensitive information, and will not have any bearing on the merits of the particular controversy, question, or grievance involved.

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\*Not included in this booklet.

## **ARTICLE XXVII (27)**

### **PATENTS, COPYRIGHTS, BUSINESS SENSITIVE INFORMATION AND OTHER MATTERS**

Appendix "C"\* attached hereto and titled as above, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement, will be executed by each staff member as a condition of employment with Battelle.

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\*Not included in this booklet.



## **ARTICLE XXVIII (28)**

### **MODIFICATION AND TERMINATION**

1. This Agreement shall continue in full force and effect for the period from April 2, 2005 through March 31, 2010, and thereafter from year to year unless not more than sixty (60) days and not less than thirty (30) days prior to March 31, 2010, or prior to March 31 of any subsequent year, either party shall notify the other in writing of its intention to terminate this Agreement upon such March 31 date. Failure to give such notification in no way bars the procedure outlined in Section 2 below.
2. Not earlier than January 1, 2010 and not later than February 1, 2010, and during this same period of any subsequent year of extension of this Agreement in accordance with Section 1 above, either party to this Agreement may notify the other in writing of its desire to modify this Agreement. Within fifteen (15) days after such notice is received, conferences shall commence for the purpose of considering such modifications or revisions of any of the provisions hereof as may be proposed by either of the parties. Failing agreement on such proposed modifications or revisions, either party may, on or after April 1, 2010, as applicable, or April 1 of any subsequent year, notify the other in writing of its intention to terminate this Agreement, effective thirty (30) days after the receipt of such notice of intention.
3. Notwithstanding the provisions of Section 1 and 2 above, this Agreement shall be terminable by Battelle prior to the expiration dates specified therein in the event that Battelle shall cease to manage, operate and maintain the Pacific Northwest National Laboratory of the Department of Energy under "Prime Contract DE-AC05-76RLO 1830",\* as amended, between Battelle Memorial Institute and the Department of Energy. Such termination shall be effective immediately upon the giving of written notice thereof to the Council.

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\*Not included in this booklet.

## **ARTICLE XXIX (29)**

### **AUTHORITY**

The Council is represented in its dealings with Battelle by the General Counsel, the President, Hanford Atomic Metal Trades Council, or his written designee subject to the Bylaws of that organization, and Battelle is represented by the Manager, Labor Relations or the Director, Battelle or such representative as the Director shall specifically designate in writing. It is understood and agreed that the incumbents of the aforesaid positions have authority on behalf of the Council and Battelle, respectively, to modify this Agreement, and to enter into arrangements to carry out and effectuate this Agreement, and otherwise to bargain collectively and that no agreements, arrangements, or understandings shall be binding upon the parties hereto unless executed in writing by such authorized representatives of the Council and Battelle.

## **ARTICLE XXX (30)**

### **GENERAL PROVISIONS**

1. This Agreement and the 2005 Pension and Insurance Agreement between the Council and Battelle are intended to be and shall be in full settlement of all issues which were, or which the Council or Battelle had by law the right to make, the subject of collective bargaining in negotiations between them preceding the execution of this Agreement.
2. This Agreement and the 2005 Pension and Insurance Agreement, and their interpretation and application, shall, in all respects, be governed by the law of the State of Washington.

**OTHER AGREEMENTS  
AND UNDERSTANDINGS  
2005 BATTELLE/HAMTC  
AGREEMENT**

The following supplemental agreements and understandings will be in effect during the term of the 2005 Battelle/HAMTC Agreement:

**1. MEMORANDUM OF UNDERSTANDING**

The undersigned parties acknowledge the importance of the development and implementation of innovative measures designed to enhance current productivity, stabilize the existing workforce and retain work on site. Cooperative measures designed to reduce rigidity, increase flexibility and optimize labor resources in a mutually beneficial manner to produce a working environment which is safer, more efficient, and more economical. It is jointly acknowledged that the best interests of all parties; labor, government, contractors and the community at-large will be positively served by the expressed intent of increasing competitiveness and enhancing productivity on the Hanford Site. This approach is beneficial to the proper stewardship of our customer dollars and provides the most effective use of our customer funds. Further recognition is made of the inter-relationship between the following programs as set forth in the proposed language of the 1992 Battelle/HAMTC collective bargaining agreement:

Battelle Craft Alignment Program (CAP)

Work Contracted Out

Correspondingly the above are recognized as elements of a single Program.

This single program will be jointly evaluated during the month of August of each year. If either party concludes that the program or either of the two elements of the program should not be continued for any reason, the entire Program may be canceled by written notification as described in the Battelle CAP procedures.

If the Program is canceled, the relevant contract provisions of the current Battelle/HAMTC agreement will govern.

**2. BATTELLE CRAFT ALIGNMENT PROGRAM (CAP)**

The Craft Alignment Program will continue in full force and effect from this date, and henceforth on an annual basis from year-to-year without requiring an annual review process. However, either of the parties may request in writing, that a formal review of the program be conducted during August of any given year. If during this review process, either party cancels the program, the negotiated wage Progression Schedule will be amended to reflect a two (2%) percent decrease to

each staff member's paid wage rate. Details of the program cancellation and wage rate decrease to be mutually agreed to by the parties.

## **INTRODUCTION**

Safety is foremost in the performance of all work. All staff members are encouraged to think, act and perform their assigned tasks giving the highest priority to safety.

The Battelle CAP is intended to allow greater flexibility and therefore more effective and efficient use of the workforce. Bargaining Unit staff members will be assigned to augment the work effort and assist the classification which performs the main work effort, consistent with the provisions of the Collective Bargaining Agreement.

In making these assignments, the following parameters will be followed:

1. Safety is foremost in the performance of the work.
2. Classifications are sub-grouped for purposes of completing work assignments.
3. Assignments will be completed through mutual assistance in the performance of work with another classification where the staff member has the qualifications and can perform the work safely.
4. Job classifications, seniority and seniority rules will be unchanged.
5. There will be no formal cross-training program into other classifications; however, incidental on-the-job training and mutual sharing of knowledge and skill, in order to accomplish the work in a more efficient and cost effective manner, will be expected.
6. There will be no change in layoff procedure. If layoffs occur, they will be made within each classification on the basis of seniority and the ability to do the work within a classification. Consistent with past and present philosophy of Battelle, increases or decreases in employment levels will be determined by the work-place needs for the classification involved.
7. Staff members will not be laid off as a result of implementation of this program.
8. The staff member will be paid the wage of his classification regardless of the type of work he might be performing. This provision is not intended to modify the current practice of "detailing" as provided for in Article XX (20) Wage Rates, section 6 and 7.

9. A steering committee comprised of one member from each Battelle/HAMTC represented local affiliate and representatives from the company, will meet to jointly develop a program which will then be jointly presented to bargaining unit staff members and appropriate management staff members. This presentation will include the intent, expectations, and operation of the Battelle CAP. This steering committee will cease functioning upon acceptance of the Battelle CAP or notice by either party of its decision to reject the Battelle CAP.
10. If the Battelle CAP has been put into effect, disputes resulting from this arrangement will first be addressed by an ad hoc committee consisting of, but not necessarily limited to, the Chief Stewards of the affected affiliates and management representative(s). Such meetings shall not be regularly scheduled but will be convened upon the request of either party. Disputes not resolved through this committee may then be grieved per the grievance procedure contained within Article XVIII (18) - Grievance Procedure. All time limits imposed by Article XVIII (18) - Grievance Procedure will commence after being addressed by the committee.

### **ORIENTATION**

An orientation program jointly developed and presented by Battelle and Battelle/HAMTC will provide training on the expectations and operation of Battelle CAP. Development of the orientation program will begin upon successful conclusion of contract negotiations. Staff members will receive orientation prior to using Battelle CAP in the field.

### **IMPLEMENTATION**

Upon completion of all orientation sessions, Battelle CAP will be implemented.

### **EVALUATION PERIOD**

If the Battelle CAP has been put into effect, the Program will be jointly evaluated during the month of August of each year. If either party concludes the Battelle CAP should not be continued for any reason, the Battelle CAP and all components of the Program may be canceled by written notification of either party during the evaluation period in August of each year.

### **COMPENSATION**

This compensation is separate and apart from other compensation arrangements in the Battelle/HAMTC Agreement.

- (a) Following the development of the Orientation Program and its presentation to all bargaining unit staff members and management, the

Battelle Wage Progression Schedule will be amended to reflect a 1% increase effective on the date that the Battelle Craft Alignment Program is put into effect, but no earlier than October 3, 1992.

- (b) If the parties agree to continue the Battelle Craft Alignment Program beyond the date of October 1, 1993, the Battelle Wage Progression Schedule will be amended to reflect a 1% increase, effective October 2, 1993.
- (c) If the parties agree to continue the Battelle Craft Alignment Program beyond the date of October 1, 1994, the Battelle wage progression Schedule will be amended to reflect a 2% increase, effective October 1, 1994.

## ILLUSTRATIVE SUB-GROUPS

### Attachment 1

#### #1 - SERVICE

Material Coordinator  
Floor Serviceman  
Janitor  
Teamster

Reproduction Operator A & B  
Stock and Tool Attendant  
Duplication Leader  
Intermediate Press Operator

#### #2 - MECHANICAL

Carpenter

Sheet Metal  
Welder  
Plumber-Steamfitter  
Millwright  
Machinist  
Laboratory Machinist  
Laboratory Instrument Optician

Painter  
Sign Painter  
Insulator  
Painter-Carpet  
Installer  
Instrument Optician

#### #3 – ELECTRICAL

Electricians  
Power Operators Radiation  
Protection Technologist

### 3. JOB PLACEMENT

The order in which staff members will be considered for job openings listed on employment requisitions is as follows:

FIRST	Written request for transfer
SECOND	Recall from ROF
THIRD	Promotion
FOURTH	New Hire

The information specified on employment requisitions is the basis on which the number of job openings and job classifications of such openings will be determined. To receive transfer consideration for a job opening, a staff member must be in the same classification as the job opening. It is not intended that more than one staff member will be permitted to transfer for each job opening specified on an employment requisition.

In attempting to fill job openings with outside hires, Battelle will regard employees who have been permanently (expected to last six (6) or more months)



and involuntarily laid off for lack of work from a DOE-Hanford contractor who has a collective bargaining agreement with HAMTC as the first source of recruitment before utilizing outside sources if such laid off employees have made application for employment with Battelle. Consideration for employment selection will be given to such employees in terms of their qualifications (the employee must be qualified in the judgment of Battelle to perform the available work), past performance, physical limitations and their relative continuity of service. Individuals employed under this provision will have new hire status. No individual has an automatic right to an opening. This provision is not intended to diminish the current rules of seniority or jurisdiction.

#### **4. DISCIPLINE**

When a staff member is to be contacted by supervision in regard to a disciplinary matter, Battelle recognizes the right of a staff member to have his Steward present during the discussion with supervision. This is a matter of individual choice. If the staff member wants the Steward present, he has the right to so request. On the other hand, if the staff member does not want a Steward present, the Steward has no right to inject himself into a purely personal situation.

#### **5. DEFINITION OF IMMEDIATE FAMILY**

This definition of Immediate Family will be used in consideration of certain absences where family relationship is a factor.

The "Immediate Family" is defined as the staff member's or spouse's children, foster children, parents, foster parents, grandchildren, brothers, sisters, grandparents, or the staff member's spouse, son-in-law, daughter-in-law, and others living as members of the staff member's immediate household.

#### **6. RECOGNITION OF IRONWORKERS/BOILERMAKERS**

This letter will affirm Battelle's intent to identify a seniority group from Ironworkers Local No. 14 and a seniority group from Boilermakers Local No. 242, in Appendix "A" of the "Agreement between Battelle and the Hanford Atomic Metal Trades Council."

It is understood and agreed that Battelle's addition of these two (2) HAMTC affiliate locals to Appendix "A" shall in no way modify or amend the provisions contained within Article II (2), paragraph 1(b) - Responsibility, nor change Battelle's method of assignments of work as performed by other HAMTC local affiliates which were assigned seniority groupings within Battelle prior to the ratification of the 1992 collective bargaining agreement between Battelle and HAMTC.

Battelle will include the following considerations in making its decision whether to populate a seniority group from Boilermakers Local No. 242 and/or Ironworkers Local No. 14, or hire craftsmen affiliated with said groups:

- (a) new or increased work associated with the Ironworkers and/or Boilermakers seniority group(s) sufficient to maintain a stable workforce consistent with scheduling/operational requirements, or
- (b) new or increased work associated with the Ironworkers and/or Boilermakers seniority group(s) which could be efficiently accomplished through the employment of a temporary workforce.

## **7. TEMPORARY STAFF MEMBERS**

The particular circumstances of some work situations may make it reasonable for Battelle to employ temporary bargaining unit staff members in bargaining unit classifications. Such temporary staff members will be employed for short term needs that would not be appropriately satisfied by the employment of regular bargaining unit staff members. No layoff of regular full-time bargaining unit staff members will occur as a result of the utilization of temporary bargaining unit staff members in the same classification.

Every reasonable effort will be made to accurately forecast employment requirements for a temporary bargaining unit staff member(s). Once Battelle has determined the need to employ a temporary bargaining unit staff member(s), it will address the rationale of the need assessment with the appropriate Chief Steward of the affected seniority group prior to the employment action being taken.

Battelle will consider candidates who are referred by HAMTC and make application for employment.

Temporary bargaining unit staff members may be hired by Battelle for initial periods not to exceed ninety (90) working days. Per the May 18, 1983 agreement between Battelle and the Council, it is recognized that there may be situations where a person would be continued/ hired as a temporary bargaining unit staff member more than once (rolled over without a break in service) will require the mutual agreement of the Chief Steward of the affected Seniority Group and Battelle.

Battelle will furnish the Council on a timely basis the names and job classifications of newly hired or rehired temporary bargaining unit staff members per Article XV (15) - INFORMATION TO COUNCIL AND STAFF MEMBERS.

Each staff member new to the bargaining unit will have only one probationary period of six (6) calendar months exclusive of time they are off the active payroll.

The probationary period will extend for the full six (6) calendar months regardless of whether or not the bargaining unit staff member's status remains temporary or changes to regular.

Temporary bargaining unit staff members are not eligible to participate in any Battelle Benefit Plan except for the provisions applicable to Article IX (9) - HOLIDAYS. Temporary bargaining unit staff members retained in the classification beyond ninety (90) working days will be reclassified to regular bargaining unit staff member status, except in those situations where the staff member continues as a temporary and is rolled over with out a break in service. Upon such reclassification they will then become eligible to participate in the Battelle Benefit Plans per the applicable Benefit Plan provisions.

Temporary bargaining unit staff members who are retained in the classification beyond ninety (90) working days and reclassified to regular bargaining unit staff member status will be retroactively granted an accrual of vacation per the provisions contained in Article XII (12) – VACATION.

Temporary bargaining unit staff members will not earn service credits. Temporary bargaining unit staff members reclassified to regular bargaining unit staff member status shall have service credits retroactively granted from the date of his/her most recent hire per the provisions of Article XIV (14) - CONTINUITY OF SERVICE.

If a temporary bargaining unit staff member is released from temporary employment and then rehired temporarily within 30 (thirty) calendar days, the staff member will be given retroactive service credits from his/her initial hire date minus the number of days absent during the thirty day period, if reclassified to regular status.

If a temporary bargaining unit staff member is released from employment and rehired temporarily after 30 (thirty) calendar days, a new hire date will be established and no previous service credits will be retroactively applied, if reclassified to regular status.

Temporary bargaining unit staff members will not earn seniority credit. Temporary bargaining unit staff members reclassified to regular bargaining unit staff member status shall be placed on the seniority list and their seniority shall start from the date of the most recent hire or the date of their entry into their seniority group, whichever is the most recent.

Bargaining unit staff members in layoff status from Battelle will be given first consideration for temporary bargaining unit positions if they are qualified to perform the position requirements. Next consideration will be given to those former bargaining unit staff members who have retired from Battelle if they are qualified to perform the position requirements, have informed Battelle of their interest in temporary employment, and have an active application on file.

Temporary employment with Battelle will not affect the status of a laid off bargaining unit staff member, i.e., benefits, seniority accumulation, recall rights, separation pay, etc.

Temporary bargaining unit staff members will not be asked to work overtime unless the overtime work has been turned down by the regular full time bargaining unit staff members in the appropriate overtime group, or except when inconsistent with the current practice utilized with those affiliates defined in the May 18, 1983 letter. Battelle is willing to discuss issues of overtime for temporary bargaining unit staff members upon formal request of the Council.

## **8. WORK CONTRACTED OUTSIDE**

- (a) It is the intent of Battelle to maintain a work force consistent with scheduled requirements. Under such conditions, every effort will be made to provide regular employment before work is contracted outside. Battelle confirms its intent to maintain a work force consistent with scheduled requirements, and under those conditions, to make every effort, consistent with our Prime Contract with the DOE and other legal requirements, to provide regular employment for its bargaining unit staff members before work is contracted outside; to the extent our Prime Contract provides that services are to be provided to Battelle by another contractor, the work must be contracted out.
- (b) Battelle will in most cases with the exception of certain work e.g. Davis-Bacon Work, notify HAMTC on plant forces work that is to be "turned-down" prior to contracting out. Additionally, Battelle will continue to utilize such affiliates as may be available through the work order procedure, to Fluor Hanford, if this source would fully satisfy the operational/scheduling requirements, prior to the contracting out of work to other sources.
- (c) The notification of work to be contracted out is to provide the designated HAMTC representative(s), normally chief steward(s) or their designee for the specific affiliate(s) involved, an opportunity to submit alternate method(s) to perform the work utilizing Battelle bargaining unit staff members. Any HAMTC proposed method(s) is to be provided to Battelle not later than the end of the second working day following the day of the initial notification unless the operational/scheduling requirements will not permit. It is understood and agreed that this understanding and agreement shall in no way modify or amend the provisions contained within Article II (2), paragraph 1(b) - Responsibility, and that the final decision regarding work contracted out will remain with the company.

- (d) Both parties recognize that concern over this general problem can best be avoided by periodic discussions of specific cases, and it is hoped that these meetings will serve this purpose. It should be understood that these meetings are not to be any part of Battelle's operating procedure. In general, we visualize this arrangement as an agreement by Battelle to discuss and explain any of our assignments outside that have concerned the membership of the Battelle bargaining unit, and a recognition by us that we can use the same forum for advance notice and explanation by us when that seems appropriate.

**9. JURY DUTY**

When a staff member is called for service as a juror, he will continue to receive full pay, less shift differential, during the period of such service, provided that the staff member submits to Battelle any jury or court fees, except travel allowances, paid by the court for such service.

**10. DRUG POLICY**

The parties agree to negotiate the impacts of implementing a drug policy in accordance with the provisions of Title 10 Code of Federal Regulations Part 707 (10 CFR 707), Workplace Substance Abuse Programs at DOE Sites.

IN WITNESS HEREOF, the parties have caused their names to be subscribed to this Agreement by their duly authorized representatives this 1<sup>st</sup> day of September, 2005 at Richland, Washington.

HANFORD ATOMIC  
METAL TRADES  
COUNCIL  
METAL TRADES  
DEPARTMENT

BATTELLE  
operator of the  
PACIFIC  
NORTHWEST NATIONAL  
LABORATORY

AMERICAN FEDERATION OF  
LABOR-CONGRESS OF  
INDUSTRIAL  
ORGANIZATIONS

\_\_\_\_/s/ Signed \_\_\_\_\_  
Ben D. Corder, Manager  
Labor Relations

\_\_\_\_/s/ Signed \_\_\_\_\_  
David E. Molnaa, President  
H.A.M.T.C.

\_\_\_\_/s/ Signed \_\_\_\_\_  
Ken J. Renteria, Manager  
Benefits & Labor Relations

\_\_\_\_/s/ Signed \_\_\_\_\_  
Larry G. Johnson, Chief Spokesperson  
HAMTC

**BARGAINING UNIT SENIORITY GROUPS,  
JOB CLASSIFICATIONS AND LOCAL UNIONS**

**REPRESENTED BY  
HANFORD ATOMIC METAL TRADES COUNCIL**

<b>SENIORITY GROUPS</b>	<b>JOB CLASSIFICATIONS</b>	<b>LOCAL UNIONS</b>
100	Insulator Journeyman Insulator Trainee	Insulators No. 120
105	Carpenter Journeyman Carpenter Trainee Carpenter Apprentice	Carpenters and Millwrights No. 2403
145	Millwright Journeyman Millwright Apprentice Millwright Trainee	
185	Millwright Welder Journeyman Millwright Welder Trainee	
140	Material Coordinator	United Steelworkers, No. 8-0369
110	Reproduction Leader II Heidelberg Press Operator Duplicating Leader Intermediate Press Operator Reproduction - A Reproduction - B	Operating Engineers No. 280
120	Floor Serviceman Janitor Senior Power Operator Journeyman	
135	Power Operator Journeyman Power Operator	
160	Senior Radiation Protection Technologist Radiation Protection Technologist Radiation Protection Technologist Trainee	International Brotherhood of Electrical Workers No. 984
115	Electrician Journeyman Electrician Apprentice Electrician Trainee	International Brotherhood of Electrical Workers No 77-140
125	Laboratory Machinist Machinist Journeyman Machinist Apprentice Machinist Trainee	Machinists No. 1951
128	Laboratory Instrument Optician Instrument Optician Instrument Optician Trainee	
180	Stock & Tool Attendant	

185	Machinist Welder Journeyman Machinist Welder Trainee	
150	Painter-Carpet Installer Journeyman Painter Journeyman Painter Trainee	Painters No. 427
175	Sign Painter Journeyman Sign Painter Trainee	
155	Plumber-Steamfitter Journeyman Plumber-Steamfitter Apprentice Plumber-Steamfitter Trainee	Plumbers & Fitters No. 598
185	Plumber-Steamfitter Welder Journeyman Plumber-Steamfitter Welder Trainee	
165	Teamsters Serviceman	Teamsters No. 839
170	Sheet Metal Journeyman Sheet Metal Apprentice Sheet Metal Trainee	Sheet Metal Workers No. 66
185	Sheet Metal Welder Journeyman Sheet Metal Welder Trainee	
<b>Effective 2/19/93</b>		
200	Technician Senior Technician	United Steelworkers, No. 8-0369
<b>Effective 6/05/92</b>		
210	Ironworkers	Ironworkers Local No. 14
220	Boilermakers	Boilermakers Local No. 242



**2005  
BATTELLE/HAMTC  
PENSION, INSURANCE, AND SAVINGS AGREEMENT**

This Pension, Insurance, and Savings Agreement, entered into between Battelle (hereinafter referred to as “Battelle”) and the Hanford Atomic Metal Trades Council affiliated with the Metal Trades Department of the American Federation of Labor-Congress of Industrial Organizations (hereinafter referred to as the “Council”) shall be applicable to and binding upon Battelle, the Council, and staff members of Battelle at its Battelle operations at Richland, Washington who are represented by the Council under the 2005 Battelle/HAMTC Agreement (hereinafter referred to as “staff members”).

**TITLE 1**

**Section 1**

- (a) Subject to the provisions of Title II hereof, Battelle and the Council agree that the Insurance Plans (hereinafter referred to as the “Insurance Plan”), the benefits and provisions of which are set forth in Exhibit A1 (Comprehensive Medical Plan), and A2 (The Preferred Provider Organization Health Care Plan) attached hereto and made a part hereof, shall be available to the staff members.
- (b) Subject to the provisions of Section I of Title III hereof, Battelle agrees that it will make available to the staff members the Hanford Contractors’ Multi-Employer Defined Benefit Pension Plan for HAMTC-Represented staff members (hereinafter referred to as the “Pension Plan”), subject to the terms and conditions of the Pension Plan, the provisions of which are set out in Exhibit B attached hereto and made apart hereof.

**Section 2**

Battelle (subject to the insurance company’s right to amend or terminate the policy on January 1 of any year) agrees that it will make available to the staff members the Battelle Group Accident Insurance Plan, the benefits and provision of which are set forth in Exhibit C attached hereto and made a part hereof.

**Section 3**

Battelle agrees that it will make available to the staff members the Battelle Long-Term Disability Insurance Plan, the benefits and provisions of which are set forth in Exhibit D attached hereto and made a part hereof.

**Section 4**

Battelle agrees that it will make available to the staff members the Dental Assistance Plan for Salaried Staff Members of the Bargaining Unit of Battelle (hereinafter referred to as

the “Dental Assistance Plan”), the benefits and provisions of which are set forth in Title II, Section 2 (e) and in Exhibit E attached hereto and made a part hereof.

### **Section 5**

Battelle agrees that it will make available to the staff members the Hanford Contractors’ Multi-Employer Savings Plan for HAMTC-Represented staff members (hereinafter referred to as the “Savings Plan”), the benefits and provisions of which are set forth in Exhibit F attached hereto and made a part hereof.

### **Section 6**

Subject to the provisions of this agreement, the Council on behalf of the staff members, agrees to accept the Plans mentioned in Sections 1, 2, 3, 4, and 5 hereof, and both parties agree to the terms and conditions specified therein.

### **Section 7**

It is expressly agreed that the parties hereto have had the opportunity to bargain collectively with reference to all matters pertaining directly or indirectly to insurance, pensions, and any other economic benefits or advantages which could or might be established by Battelle in the form of insurance or pension matters for the staff members and their dependents. Therefore, and notwithstanding the provisions of any other agreement between Battelle and the Council, except as specifically provided elsewhere in this Agreement, each party voluntarily and unqualifiedly waives any and all rights to require that the other party bargain collectively during the term of this Agreement with respect to any of said subjects or matters whether or not they are covered by this Agreement, and whether or not they were within the knowledge or contemplation of the parties at the time of negotiation or execution of this Agreement.

The Council agrees that, during the term of this Agreement, there shall be no strike, slowdown, sit-down, or other form of stoppage of work arising out of or conducted in connection with any effort to induce modification of or amendments or additions to the insurance and pension benefits provided for by this Agreement, or the terms and conditions under which such benefits are provided.

### **Section 8**

A claim of a staff member concerning his rights under the terms of the Insurance Plan (Exhibit A1 and A2), the Pension Plan (Exhibit B), the Group Accident Insurance Plan (Exhibit C), the Long-Term Disability Insurance Plan (Exhibit D), the Dental Assistance Plan (Exhibit E), or the Savings Plan (Exhibit F), may be processed in accordance with the Grievance Procedure as set forth in Article XVIII of the 2005 Battelle/HAMTC Agreement. However, no matter or controversy concerning the provisions of this Agreement or such Plans or the interpretation or application thereof shall be subject to

any arbitration procedure by virtue of this or any other agreement between the parties or otherwise.

## **Section 9**

Battelle agrees that during the term of this Agreement:

- (a) Subject to Section 1 of TITLE III – PENSIONS, and notwithstanding any provision in the Pension Plan to the contrary, the Pension Plan to the extent applicable to the staff members, shall not be terminated, or amended so as to decrease pension benefits to the staff members or increase the contributions by the staff members, so long as this agreement remains in effect;
- (b) Subject to the provisions of TITLE II – INSURANCE, and notwithstanding any provisions in the Plans to the contrary, the Insurance Plan, the Group Accident Insurance Plan, the Long-Term Disability Insurance Plan, the Dental Assistance Plan, and the Savings Plan to the extent applicable to the staff members, shall not be amended or terminated by Battelle so long as this Agreement remains in effect.

## **TITLE II - INSURANCE**

### **Section 1**

- (a) To the extent that during the term of this Agreement there shall be in effect any State or Federal Law providing for the payment to any of the staff members of benefits for non-occupational sickness and accident or hospitalization, or for other health or sickness benefits, Battelle without further collective bargaining may, as to such staff members as shall be subject to such laws:
  - (i) Qualify the Insurance Plan in substitution for the Plan provided by such law, if permissible, making such modifications in such Plan as it deems necessary or appropriate to obtain such qualifications.
  - (ii) Otherwise comply with such law and either exclude from the Insurance Plan all benefits of the nature provided by such law, or vary or amend such Plan to provide different or reduced benefits which would supplement those provided under such law.

In exercising such option, Battelle may make such adjustment in Battelle and staff member contributions to the Insurance Plan, as it deems appropriate with respect to any differences in benefits and cost. However, Battelle will first notify the Council of, and upon request will discuss with the Council, any such proposed adjustment in the Insurance Plan and Battelle and staff member contributions to the Insurance Plan and will endeavor to make such adjustments so that, in general, the total benefits available to staff members and their contributions will be as

nearly comparable as practicable to the benefits and contributions provided for in the Plan for staff members in states where no such laws are in effect.

- (b) Staff members affected by any such variations or amendments of the Insurance Plan will be notified thereof.

## **Section 2**

- (a) Battelle may at its option establish the Insurance Plan under: (1) a group insurance policy or policies issued by the insurance company or companies selected by Battelle; (2) self-insurance; (3) a Trust or Trust established by Battelle; or (4) any combination of such methods; and shall have the right to change from time to time such methods or the insurance carrier or carriers, or the Trust or Trusts.
- (b) Battelle shall have the sole responsibility for the administration of the Insurance Plan.
- (c) Effective January 1, 2005, Battelle will offer a Preferred Provider Organization (PPO) health care plan option for bargaining unit staff members, with the following contribution schedule (premiums):

Contribution Rate (Premiums)	
	<u>2005</u>
Staff Member	11.78%
Staff Member + Spouse	10.93%
Staff Member + Child(ren)	10.76%
Family	10.41%

- (d) Effective January 1, 2005, the Comprehensive Medical Plan will have the following contribution schedule (premiums):

Contribution Rate (Premiums)	
	<u>2005</u>
Staff Member	12.94%
Staff Member + Spouse	12.94%
Staff Member + Child(ren)	12.94%
Family	12.94%

- (e) Effective January 1, 2006 through 2010, Battelle will provide a Preferred Provider Organization (PPO) health care plan for bargaining unit staff members with the following contribution schedule (premium) for the term of this agreement:

Contribution Rate (Premiums)					
	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Staff Member	15.0%	17.5%	20%	20%	20%
Staff Member + Spouse	15.0%	17.5%	20%	20%	20%

Staff Member + Child(ren)	15.0%	17.5%	20%	20%	20%
Family	15.0%	17.5%	20%	20%	20%

- (f) The Dental Assistance Plan will be offered at no change for calendar year 2005. This Dental Assistance Plan will be offered at no cost to the staff member.
- (g) Effective January 1, 2006 through 2010, Battelle will provide a Dental Assistance Plan for the term of this agreement. This Dental Assistance Plan will be offered at the following rate structure for the term of this agreement:
- |                | <u>2006</u> | <u>2007</u> | <u>2008-10</u> |
|----------------|-------------|-------------|----------------|
| Employee Only: | \$0         | \$3         | \$5            |
| Employee + 1:  | \$0         | \$6         | \$10           |
| Family:        | \$0         | \$9         | \$15           |
- (h) Battelle will provide term life insurance in the amount of 2x the staff member's annual salary at no cost to the staff member. The Short Term Disability Salary Continuation (STD) plan provides 60% of salary per week and in no case will the benefit be less than \$350 per week. The remainder of the plan remains unchanged. This STD plan will be offered at no cost to the staff member. Optional AD&D group insurance will continue to be offered as per the current agreement (See Title I, Section 2).
- (i) The parties agree that adjustments to the staff members' premium cost for optional group life insurance coverage and for dependent group life insurance coverage may be necessary on an annual basis, depending upon the Insurance Plan's operating experience. If such adjustments are made, the premium costs involved will be automatically applicable to all staff members enrolled for such coverage.

### **Section 3**

Battelle shall have the sole responsibility for the administration of Group Accident Insurance (Exhibit C). The cost of this insurance which is set by the insurance company and which may be increased or decreased as of January 1 of any year, is borne by the participating staff members. Battelle absorbs the cost of the administrative operations it performs.

## **TITLE III – PENSIONS**

### **Section 1**

The establishment and continuation of the Pension Plan are contingent upon and subject to obtaining and retaining such approval of the Commissioner of Internal Revenue as Battelle may deem necessary to obtain, including:

- (a) the qualification of the Pension Plan under the provisions of Section 401 or other applicable provision of the Internal Revenue Code, and

- (b) the deductibility for income tax purposes under Section 404(a) or other applicable provisions of the Internal Revenue Code of any and all payments made by Battelle under the Pension Plan, if Battelle desires or is required to establish such deductibility.

It is hereby agreed that Battelle may make, retroactively if it so elects, any modification or amendment of the Plan which may be necessary or appropriate in order to qualify or maintain such Plan and Trust as meeting the requirements of said Section 404(a), and 501(a) of the Internal Revenue Code or of any other applicable provisions of the Federal tax laws, or of any regulations issued there under now or hereafter from time to time in effect, provided, however, that if it shall be necessary at any time, in order so to qualify or maintain the Plan, to reduce pension benefits of the staff members under the Plan or to increase contributions by the staff members or by Battelle, the Council agrees to negotiate as to corresponding changes in the Plan. If no agreement is reached, either party may terminate this Agreement to the extent applicable to the Plan.

## **Section 2**

Battelle and the voting members of the Hanford Pension and Savings Committee shall have the sole responsibility for administration of the Pension plan in accordance with its provisions.

# **TITLE IV – DURATION**

## **Section 1**

This Agreement between Battelle and the Council shall become effective as of the 2nd day of April, 2005; however, changes to the Insurance Plans will not be effective until the date designated in each particular section of this Agreement.

## **Section 2**

This Agreement shall, subject to its terms, continue in full force and effect as to Battelle and the Council until the 31<sup>st</sup> day of March, 2010, unless extended by mutual agreement, except that it shall be terminated by Battelle prior to that date in the event that Battelle shall cease to manage, operate, and maintain the Pacific Northwest National Laboratory of the Department of Energy under Prime Contract DE-AC05-76RLO 1830, as amended, between Battelle Memorial Institute and the Department of Energy. Such termination shall be effective immediately upon the giving of written notice thereof to the Council.

## **Section 3**

This Agreement for the term hereof shall be the exclusive and definitive Agreement between the parties with respect to Pensions, Insurance, and Savings.

IN WITNESS HEREOF, the parties have caused their names to be subscribed to this Agreement by their duly authorized representatives this 1<sup>st</sup> day of September, 2005.

HANFORD ATOMIC METAL TRADES COUNCIL  
METAL TRADES DEPARTMENT  
AMERICAN FEDERATION OF LABOR  
CONGRESS OF INDUSTRIAL ORGANIZATIONS

BATTELLE  
OPERATOR OF THE  
PACIFIC NORTHWEST NATIONAL  
LABORATORY

\_\_\_\_/s/ Signed\_\_\_\_\_  
David E. Molnaa  
President, HAMTC

\_\_\_\_/s/ Signed\_\_\_\_\_  
Ben D. Corder  
Manager, Labor Relations

\_\_\_\_/s/ Signed\_\_\_\_\_  
Larry G. Johnson, Chief Spokesperson  
HAMTC

\_\_\_\_/s/ Signed\_\_\_\_\_  
Ken J. Renteria, Manager  
Benefits & Labor Relations

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## Pacific Northwest National Laboratory

Operated by Battelle for the  
U.S. Department of Energy

Attachment B

April 7, 2005

Mr. David E. Molnaa  
Hanford Atomic Metal Trades Council  
1305 Knight Street  
Richland, WA 99352

Dear Mr. Molnaa:

Letter of Understanding

Battelle, in the interest of maintaining the long standing spirit of partnership and understanding that has been established with the HAMTC which has been mutually beneficial to both parties, wishes to express its intention to continue to recognize the HAMTC as the sole and exclusive bargaining agency for bargaining unit staff of future operations of the Pacific Northwest National Laboratory or successor(s) to the Laboratory that may be established in Richland, Washington.

This letter replaces all previous letters of understanding on this subject.

Sincerely,



Ben D. Corder  
Manager, Benefits, Labor Relations and HRIS

  
HAMTC 4-7-05  
4/7/05 BATTELLE

902 Battelle Boulevard • P.O. Box 999 • Richland, WA 99352

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Telephone 509/375-2616 ■ Email [ben.corder@pnl.gov](mailto:ben.corder@pnl.gov) ■ Fax 509/375-3966



## Attachment C

### **Premera Dimensions PPO**

#### **What to do if you or your dependents are outside Washington and Alaska**

#### **BlueCard Program**

If you are outside Washington and Alaska, covered persons can take advantage of the BlueCard Program. The BlueCard Program is automatically a part of your existing coverage with Premera Blue Cross through Battelle. This program allows you to receive preferred provider health-care benefits at participating rates if you travel, work or reside outside of Washington State. BlueCard PPO benefits are indicated by the PPO in the suitcase symbol on your member ID card. To receive these benefits, you must visit a Blue Cross/Blue Shield PPO preferred provider. To find a Blue Cross/Blue Shield PPO provider in your area, either call a BlueCard Provider Locator number on the back of your ID Card (800-810-BLUE) or go to the BlueCard Doctor and Hospital Finder on the Blue Cross Blue Shield Association Web site at <http://www.bcbs.com/healthtravel.finder.html>.

When you visit the Blue Plan PPO provider of your choice, simply show your member ID card. The provider will verify your Premera membership and coverage.

After you receive medical attention, the provider will submit the claim to the local Blue Cross or Blue Shield plan. That local plan will then price the claim and route it to Premera for payment.

You're responsible only for the out-of-pocket expenses you would normally pay under the requirements of your plan.

**Out of Network care** is defined as care provided by a medical care provider that is not a Premera Blue Cross or a Blue Cross and/or Blue Shield Licensees' PPO provider.

#### **Exceptions to the rule:**

Emergency care provided by an out-of-network (non-network) provider will be covered at the highest applicable in-network level of benefits applied to the allowable charge.

  
\_\_\_\_\_  
HAMTC 4/14/05

  
\_\_\_\_\_  
4/4/05 BATTELLE

**Pacific Northwest  
National Laboratory**

Operated by Battelle for the  
U.S. Department of Energy

Attachment D

April 7, 2005

Mr. David E. Molnaa  
Hanford Atomic Metal Trades Council  
P. O. Box 898  
Richland, WA 99352

Dear Mr. Molnaa:

Death in Immediate Family (DF) Time

As recently discussed during contract negotiations, the administration of "DF" time absences will be outside the Personal Time Account.

HAMTC can be assured that there will be no change from our past practice when administering such absences.

Very truly yours,



Ben D. Corder  
Manager, BLISS

  
HAMTC 4/7/2005

  
4/7/05 BATTELLE

902 Battelle Boulevard • P.O. Box 999 • Richland, WA 99352

Telephone 509/375-2616 ■ Email [ben.corder@pnl.gov](mailto:ben.corder@pnl.gov) ■ Fax 509/375-3966

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## Pacific Northwest National Laboratory

Operated by Battelle for the  
U.S. Department of Energy

### ATTACHMENT E

May 2, 2005

Mr. David E. Molnaa, President  
Hanford Atomic Metal Trades Council  
P.O. Box 898  
Richland, WA 99352

Dear Mr. Molnaa:

Battelle proposes to establish an ad hoc committee comprised of management and bargaining unit representatives to achieve a mutually beneficial understanding of the Work Contracted Out turndown process. The committee will discuss methods and means to improve the overall process, including the Electronic Turndown Systems, notifications and on-going communications.

The ad hoc committee will be established within 60 days following ratification of the 2005-2010 Contract Bargaining Agreement.

Sincerely,



Ben D. Corder, Manager  
Labor Relations

902 Battelle Boulevard • P.O. Box 999 • Richland, WA 99352

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## Pacific Northwest National Laboratory

Operated by Battelle for the  
U.S. Department of Energy

### ATTACHMENT F

June 29, 2005

Mr. David E. Molnaa, President  
Hanford Atomic Metal Trades Council  
P.O. Box 898  
Richland, WA 99352

#### **RE: MEDICAL PLAN UNDERSTANDINGS**

Dear Mr. Molnaa:

The following understandings were reached during the 2005 Battelle/HAMTC negotiations concerning the medical plan.

1. Staff Member cost share for 2006 - 2010 represents the maximum staff member contribution based on a maximum premium increase of 14% annually.
2. If the actual premium rates are lower than projected in 2006 - 2010 the staff member will realize the savings.
3. Battelle shall provide HAMTC the actual plan costs used to calculate the premium rates for each year of this agreement.

Very truly yours,



Ben D. Corder, Manager  
Labor Relations

902 Battelle Boulevard • P.O. Box 999 • Richland, WA 99352